



Public Service Commission of the District of Columbia
1333 H Street, N.W., 2nd Floor, West Tower
Washington, D.C. 20005
(202) 626-5100
www.dcpSC.org

September 30, 2002

RECEIVED

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-A325
Washington, DC 20554

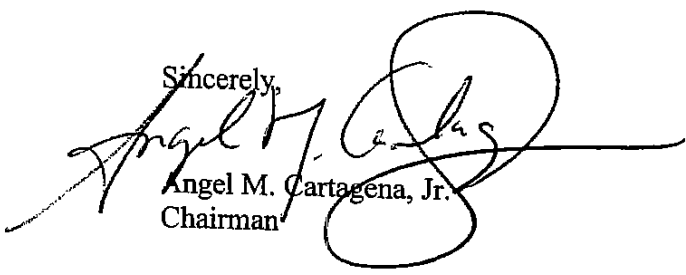
Re: Application for Renewal of Current
TRS State Certification

Dear Ms. Dortch:

On May 1, 2002, the Federal Communications Commission ("FCC") issued Public Notice DA 02-1006, which requested that all States submit applications for renewal of current TRS State certification on or before October 1, 2002. Respectfully, the Public Service Commission of the District of Columbia ("DCPSC") requests that the FCC accept the attached Application, and four copies, for Renewal of Current TRS Certification.

Should you require further information, please do not hesitate to call me on (202) 626-5110. You may also reach me at acartagena@dcpSC.org.

Sincerely,


Angel M. Cartagena, Jr.
Chairman

80000 SERIES
30% P C W



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EXHIBITS

In the Matter of

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The Public Service Commission of the District of Columbia (“DCPSC”) and Verizon–Washington DC, Inc. (“Verizon DC”), pursuant to the Federal Communications Commission’s (“FCC”) May 1, 2002, Telecommunications Relay Service (“TRS”) public notice, hereby submit the TRS state renewal application for the District of Columbia (“D.C.” or “District”).¹ As required by the Notice, the DCPSC and Verizon DC hereby submit documentation pursuant to Section 64.605 of the FCC’s rules governing the provision of TRS.² The District of Columbia has elected to institute D.C. TRS through regulation by the DCPSC of an intrastate common carrier, Verizon-DC. Furthermore, Verizon-DC has selected a vendor through competitive bidding -- AT&T -- to assist in providing TRS in the District of Columbia.³

¹ See *Telecommunications Relay Services (TRS) Applications for State Certification and Renewal of Current Certifications Accepted until October 1, 2002*, Public Notice, DA 02-1006, released May 1, 2002 (“Notice”).

² 47 C.F.R. § 64.605 (2001).

³ See 47 U.S.C. § 225 (f)(2)(A) (2000).

OVERVIEW

Pursuant to the Notice released by the FCC on May 1, 2002, the DCPSC hereby submits this application for renewal of the certification of the District's TRS system. As required by the Notice, the DCPSC hereby submits, in compliance with Section 64.605 of the FCC's rules,⁴ documentation which establishes that D.C. TRS meets all of the FCC's operational, technical, and functional minimum standards in Section 64.604 of the FCC's TRS rules,⁵ and in some respects exceeds those standard. Further, the DCPSC states that adequate procedures and remedies have been established for enforcing the requirements of the District's program, and that the District's program does not in any way conflict with Federal law.

⁴ 47 C.F.R. § 64.605 provides, in pertinent part, that:

(a) State documentation. Any state, through its office of the governor or other delegated executive office empowered to provide TRS, desiring to establish a state program under this section shall submit, not later than October 1, 1992, documentation to the Commission addressed to the Federal Communications Commission, Chief, Common Carrier Bureau, TRS Certification Program, Washington, DC 20554, and captioned "TRS State Certification Application." All documentation shall be submitted in narrative form, shall clearly describe the state program for implementing intrastate TRS, and the procedures and remedies for enforcing any requirements imposed by the state program. The Commission shall give public notice of states filing for certification including notification in the Federal Register.

(b) Requirements for Certification. After review of state documentation, the Commission shall certify, by letter, or order, the state program if the Commission determines that the state certification documentation:

- (1) Establishes that the state program meets or exceeds all operational, technical, and functional minimum standards contained in § 64.604;
- (2) Establishes that the state program makes available adequate procedures and remedies for enforcing the requirements of the state program; and
- (3) Where a state program exceeds the mandatory minimum standards contained in §64.604, the state establishes that its program in no way conflicts with federal law.

⁵ 47 C.F.R. § 64.604 (2001). Compliance data is attached as Exhibit 1.

On September 5, 1991, the DCPSC issued an Order⁶ initiating an investigation to determine whether there was a need for Verizon DC⁷ to provide TRS in the District of Columbia, and, if the DCPSC decided there was a need, when D.C. TRS should be provided, what standards should be applicable, and how D.C. TRS should be funded. On January 27, 1992, the DCPSC issued Order No. 9927⁸, which adopted TRS in the District of Columbia. The DCPSC concluded, in pertinent part, the following:

1. D.C. TRS should be a commercial entity;
2. D.C. TRS would be owned and operated by a third-party vendor under contract with Verizon DC after a competitive bidding process;
3. The D.C. TRS system must meet all FCC standards and shall exceed those standards in at least the following respects:
 - a. The overall system requirement shall be a minimum typing speed of 45 words per minute. Individual Communications Assistants ("CAs") will be permitted to build up to the 45 words-per-minute speed during the initial three months after hiring;⁹
 - b. Actual relay service shall begin within 30 seconds of answering;¹⁰ and
 - c. CAs must be high school graduates or shall have passed a high school equivalency examination and they shall be able to accurately translate the language and vocabulary used by TRS users, irrespective of the degree of technical sophistication of that language;¹¹
4. The D.C. TRS vendor should be required to have procedures in place for handling complaints "in-house;"

⁶ *Formal Case No. 850, In the Matter of the Investigation Into the Reasonableness of the Authorized Return on Equity, Rate of Return, and Current Charges and Rates For Telecommunications Services Offered by the Chesapeake and Potomac Telephone Company*, Order No. 9809, rel. September 5, 1991.

⁷ Verizon was created as a result of the merger of Bell Atlantic and GTE in July 2000.

⁸ *Formal Case No. 850*, Order No. 9927, rel. January 27, 1992. The relevant portions of which are attached as Exhibit 2.

⁹ *Id.* at 174.

¹⁰ *Id.*

¹¹ *Id.* at 174-175.

5. The DCPSC would establish an advisory board to provide community input to the DCPSC, Verizon DC, and the TRS provider.¹²

On March 9, 1992, after conducting a competitive bidding process, Verizon DC selected AT&T as its TRS vendor.¹³ According to the agreement between Verizon DC and AT&T, 85 percent of all calls were to be answered within 10 seconds. Intrastate TRS in the District of Columbia began on May 7, 1992, and interstate service was initiated on May 16, 1992. The initial five-year contract between Verizon DC and AT&T has been extended for a term ending May 5, 2004.¹⁴

The telephone numbers for TRS are (202) 855-1000 (voice), (202) 855-1234 (Text Telephone), and the 711 dialing which was added in the year 2000. Since the inauguration of the service, the number of calls has increased from 6,215 in May 1992 to an average of 26,032 calls per month for the year 2001. Recent statistical data reveals that during the two months of January and February 2002, calls have dropped to an average of 25,366 per month. Exhibit 4 provides a description of the features that are currently available through D.C. TRS.¹⁵

¹² *Id.* at 179.

¹³ Bell Atlantic (Verizon-DC's Predecessor) and AT&T Telecommunications Relay Service Agreement ("Agreement 1") executed May 6, 1992 (Exhibit 3).

¹⁴ Bell Atlantic and AT&T Telecommunications Relay Service Agreement ("Amendment 2") executed April 4, 2001. Attached as Exhibit 4.

¹⁵ *Id.* Attachment A 1.

D.C. TRS PROGRAM DESCRIPTION

A. OPERATIONAL STANDARDS

Section 64.604(a) of the FCC's rules generally describes the minimum operational standards that must be met by state TRS programs, including: (1) qualifications and training for CAs; (2) policies and practices regarding confidentiality and conversation content; and (3) policies and practices concerning types of calls. The District's TRS program meets these standards by requiring the following:

1. Communications Assistant Skills/Competencies¹⁶

- a. CAs must be high school graduates or have passed a high school equivalency examination. CAs relay conversations verbatim as required by the FCC. At the request of the customer, CAs translate American Sign Language ("ASL") text to conversational English;
- b. CAs must type a minimum of 60 words per minute, from written and oral sources, within 90 days of employment;
- c. CAs are required to pass a Basic Skills Test and have the spelling skills necessary to readily spell words at a beginning college level of conversation;
- d. CAs must successfully complete a comprehensive performance-based Proficiency examination. This extensive examination has both an oral and a written component and covers spelling, dictation, call handling procedures (including the handling of emergency calls), characteristics of ASL (as it may be reflected in the written language of TT users), deaf culture, ethics and confidentiality, and professional judgment; and
- e. AT&T and Verizon DC have developed a continuation training plan and testing criteria to ensure that all CAs are able to meet these standards throughout their employment.¹⁷

¹⁶ AT&T Response to Telecommunications Relay Service Request For Proposal (AT&T Response) § 3.13; See also § 2.22.1 of AT&T Response (Exhibit 5, relevant portions).

¹⁷ *Id.* § 3.6.

2. Confidentiality and Conversation Content

- a. Each CA must adhere to the "AT&T Code of Ethics" and must keep all communicated information strictly confidential;¹⁸
- b. All CAs are required to sign the Pledge of Confidentiality promising not to disclose the identity of any callers, fellow CAs, or any information learned during the course of relaying call;¹⁹
- c. To ensure privacy, no written or electronic script of any conversations are maintained;²⁰
- d. CAs and supervisory personnel do not reveal any information about any call. The TRS facility records and retains the minimum data necessary for billing purposes;²¹
- e. Entry to the TRS facility is controlled to ensure maximum security. The CA floor is accessible only to authorized personnel. No one, including other CAs, is allowed to watch or listen to a CA relay messages. The only exception made is for on-the-job training and supervision;²² and
- f. CAs are not permitted to make value judgments regarding the legality or obscenity of the content of messages. They must relay all messages received.²³

3. Type of Calls

- a. There is no limit to the number or the length of calls made through TRS.²⁴ Single and sequential calls are permitted;

¹⁸ *Id.* § 2.6.2 (2).

¹⁹ *Id.* §§ 2.6.2 (3), 2.6.5.

²⁰ *Id.* § 2.6.1.

²¹ *Id.*

²² *Id.* § 2.6.6.

²³ *Id.* § 2.6.1.

²⁴ *Id.* § 2.12.1.

- b. D.C. TRS completes: 1) all calls originating in the District of Columbia, including interstate and international calls that terminate to English speaking persons; and 2) calls originating in the Virginia and Maryland portions of the Washington, D.C. local calling areas which terminate in the District of Columbia;²⁵ and
- c. In the event of an emergency, CAs are instructed to complete the call. CAs must stay on the line and provide assistance to the caller and the emergency agency.²⁶

B. TECHNICAL STANDARDS

Section 64.604(b) of the FCC's rules describes generally the minimum technical standards that must be met by state TRS programs, including: (1) ASCII and Baudot formats; (2) speed of answer; (3) equal access to interexchange carriers ("IXCs"); (4) TRS facilities; and (5) technology. The District's TRS program meets these standards by requiring the following:

1. ASCII and Baudot

TRS is capable of receiving and transmitting with ASCII and Baudot at speeds up to and including 2400 bps.²⁷

2. Speed of Answer

TRS is designed to ensure that 85% of all calls are answered within 10 seconds of commencement of queue/CA ringing with actual relay service to begin within 30 seconds of answer.²⁸ All calls are routed through the D.C. TRS Center for completion. The D.C. TRS Center is staffed at a level of thirty (30) CA's. Any overflow from the D.C. TRS center is transferred to AT&T's Next Available

²⁵ *Id.* § 2.2.1.

²⁶ *Id.* § 2.7.1.

²⁷ *Id.* § 2.8.1.

²⁸ Agreement 1, p. 2.

Assistant ("NAA") located in AT&T's other TRS centers, which are not physically located within the District.²⁹

3. Equal Access to Interexchange Carriers

D.C. TRS users have access to their chosen interexchange carriers³⁰ and to all other operator services.³¹

4. TRS Facilities

TRS facilities are operational 24 hours a day, seven days a week.³² D.C. TRS and other AT&T TRS facilities through which calls are routed are equipped with backup power.³³ D.C. TRS calls are translated in real time.³⁴ The blockage rate is 1/100.³⁵

5. Technology

Both Voice and Hearing Carryover are provided by D.C. TRS upon request by the TRS user.³⁶ Verizon DC negotiated with AT&T to offer TURBO-Code, which is a faster TDD speed, which allows persons to communicate at the rate typed with no delay. TURBO-Code also provides an interrupt feature so that the receiver can tell the sender to pause.

²⁹ *Id.*

³⁰ Response § 2.21.1.

³¹ *Id.* § 2.26.1.

³² *Id.* § 2.2.1.

³³ *Id.* § 2.10.1; *See also* § 3.3.

³⁴ *Id.* § 3.1.1.

³⁵ *Id.* § 2.12.2.

³⁶ *Id.* § 2.1.4.

C. FUNCTIONAL STANDARDS

Section 64.604(c) describes generally the minimum functional standards that must be met by state TRS programs, including: (1) public access to information; (2) rates; and (3) jurisdictional separation of costs. The District's TRS program meets these standards by requiring the following:

1. Public Access to Information³⁷
 - a. The DCPSC has formed a TRS Advisory Board ("Board") to advise the PSC, Verizon DC, and AT&T on the operation of the District's TRS system. The Board is composed of representatives from the following:
DCPSC Staff, Office of the People's Counsel ("OPC"), Verizon DC, AT&T, District of Columbia Government, Federal Government, President of Gallaudet, District of Columbia Association of Deaf Citizens ("DC ADC"), DC Chapter of the Association of Late-Deaf Adults, Self Help for Hard of Hearing Persons, Black Deaf Advocates, Metro Washington Association of Deaf/Blind.
 - b. TRS-related bill inserts, brochures and other outreach data are prepared by both Verizon DC and AT&T, and distributed by each at community events. A new brochure is currently in development by Verizon DC. In 1992, a Public Service Announcement ("PSA") was produced by AT&T and distributed to the local cable stations and networks. The PSA ran for nine months;
 - c. Designated AT&T employees, skilled in ASL and deaf culture, facilitate implementation of an outreach plan;
 - d. Forums have been held on topics such as how to use TRS, TRS Features, and how to make complaints regarding the District's TRS system; and
 - e. Verizon DC provides public access to D.C. TRS services through publication in its directories of TRS instructions and Text Telephone ("TT") numbers, and through directory assistance services.

³⁷

Id. at 4; § 2.22.1.

2. Rates

- a. There is no charge to access D.C. TRS.³⁸ Access is as follows: Voice (202) 855-1000 and TT (202) 855-1234, and the 711 dialing. For interLATA/interstate calls, customers access the center by dialing the above numbers;
- b. Local TRS calls made from public pay telephones are provided at no charge;
- c. Local calls are completed at rates as specified in the tariffs approved by the DCPSC; and
- d. Interstate calls are provided at the rates established by the carrier designated by the customer to handle the call. In accordance with the carriers' interstate tariffs, discounts for hearing and speech impairments may also apply.³⁹

3. Jurisdictional Separation of Costs

Costs for the provision of intrastate D.C. TRS are recovered through base rates.

D. PROCEDURES AND REMEDIES⁴⁰

The D.C. TRS system's complaint procedures provide for the following:

1. Customers may direct complaints, comments and commendations directly to the D.C. TRS Center (AT&T), Verizon DC, the DCPSC or OPC. Complaints sent to the DCPSC and OPC are forwarded to Verizon DC, which in turn forwards the complaints to AT&T;

³⁸ *Id.* § 2.4.1.

³⁹ *Id.* § 2.5.1.

⁴⁰ AT&T Response § 3.9.

2. A toll-free, consumer hot line is accessible to callers to express complaints, commendations and comments. The number is (800) 682-8786 for TT and (800) 682-8706 for voice;
3. Customers can request and are immediately transferred to a D.C. TRS Center administrator or manager trained in complaint, comment, and inquiry handling;
4. AT&T responds, in writing and within fifteen (15) days from the date of Verizon DC's inquiry, to each D.C. TRS service complaint forwarded from Verizon DC;
5. Each signed letter of complaint is acknowledged in writing by AT&T, or a representative of the company contacts the complainant, if requested;
6. Records of all complaints including their resolution are maintained by AT&T and made available to Verizon DC or to the DCPSC upon request. Records will be maintained for the life of the contract and for twelve (12) months after conclusion of the contract period;
7. AT&T and Verizon DC's representatives on the Board listen to complaints from the other members of the Board, resolve these complaints, and report all resolutions back, to the Board; and
8. AT&T provides quarterly reports to Verizon DC concerning traffic volumes, costs, and levels of service and customer satisfaction. These reports are evaluated by Verizon DC to determine whether AT&T is meeting its service obligations.

E. CONFLICT WITH FEDERAL LAW

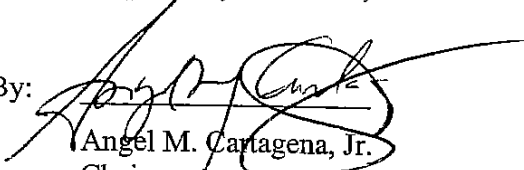
To the extent that the CA qualifications identified at pp. 5-6, exceed the requirements of the FCC, these requirements in no way conflict with federal law.

F. CONCLUSION

Based upon the forgoing, the DCPSC respectfully requests that the FCC renew State certification of the D.C. TRS program.

Respectfully submitted,

By:



Angel M. Cartagena, Jr.
Chairman

**Public Service Commission of the
District of Columbia**

1333 H Street, N.W.
Washington, D.C. 20005

By:



David A. Hill, Esq.
Vice President & General Counsel
Verizon Washington, DC Inc.
1710 H Street, NW
Washington, D.C. 20006

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RECYCLED

DCPSC TRS COMPLIANCE DATA

Exhibit 1

**DISTRICT OF COLUMBIA RELAY SERVICE
ANNUAL CONSUMER COMPLAINTS SUMMARY
JUNE 2001 – MAY 2002**

June 2001 – Nothing to report

July 2001 – Nothing to report

August 2001 – Nothing to report

September 2001

TTY September 21, 2001

The customer complained that after reaching a CA, and providing the number to dial, the CA was slow to respond.

Category: Attitude and Manner

Escalation: Received by the National Relay Center, RI and handled by the same.

Resolution: Apologized for the inconvenience, and assured the customer the CA's manager would follow up accordingly.

Contact Closed: September 21, 2001

FCC: Answer Performance

October 2001

TTY October 23, 2001

The customer complained the CA would not accommodate her request for a female CA.

Category: Attitude and Manner

Escalation: Received by the National Relay Center, PA and handled by the same.

Resolution: Apologized and offered to have a female CA complete the call.

Contact Closed: October 23, 2001

FCC: Gender Accommodation

November 2001 – Nothing to report

December 2001 – Nothing to report

January 2002 – Nothing to report

February 2002 – Nothing to report

March 2002

TTY March 6, 2002

The customer complained a male CA would not transfer her to a female CA at her request.

Category: Other (CA/OPR)

Escalation: Received by the National Relay Center, PA and handled by the same.

Resolution: Apologized to the customer, and explained her complaint would be documented.

Contact Closed: March 6, 2002

FCC: Gender Accommodation

April 2002 – Nothing to report

May 2002 – Nothing to report

Names of the Contacts for TRS Consumer Information and Complaints

DC Public Service Commission

Linda Jordan, Director
Office of the Consumer Services
DC Public Service Commission
9th Floor West Tower
1333 H Street, NW
Washington, DC 20005
Tel: (202) 626- 5120
Fax: (202) 626- 9210
TTD (202) 628- 2428
ljordan@dcpsc.org

Interstate TRS Provider

Teresa Fenney
AT&T Consumer Care
100 S. Jefferson Street, Suite 115
New Castle, PA 16101
Tel: (800) 682- 8706
TTY(800) 682- 8786
Fax: (888) 288-2184
Website: www.att.com/relay/feedback.html

**DISTRICT OF COLUMBIA RELAY SERVICE
ANNUAL CONSUMER COMPLAINTS SUMMARY
JUNE 2001 - MAY 2002**

During the Period of June 2001 – May 2002 no complaints regarding the TRS services received by the DC Public Service Commission.

8000 SERIES
30° P C W
RECYCLED

ORDER NO. 9927 (relevant portions)

Exhibit 2

PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA
450 FIFTH STREET, N.W., WASHINGTON, D.C. 20001

OPINION AND ORDER

January 27, 1992

FORMAL CASE NO. 850, IN THE MATTER OF INVESTIGATION INTO THE
REASONABLENESS OF THE AUTHORIZED RETURN ON EQUITY, RATE OF RETURN,
AND CURRENT CHARGES AND RATES FOR TELECOMMUNICATIONS SERVICES
OFFERED BY THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY,
Order No. 9927

Before the Commission:

Howard C. Davenport, Chairman
Belva D. Newsome, Commissioner
Edward M. Meyers, Commissioner

1992 JAN 27 AM 10:10
CHIEF CLERK

APPEARANCES:

Lee A. Satterfield, Eric N. Miller, Christopher W. Savage, Leslie A. Vial, Mark J. Mathis and Sherry F. Bellamy for Chesapeake and Potomac Telephone Company; Elizabeth A. Noel, Michael A. McRae, Cathy Thurston, Frederick D. Cooke, Joanne Doddy Fort, Karen R. Sistrunk and John Dodge for the Office of the People's Counsel; Glen A. Stover and Mark A. Keffer for American Telephone and Telegraph Company; Hubert Anderson, Jr. and David J. Nelson for D.C. Association of Deaf Citizens; Barbara E. Brown, Dorren E. Thompson, Leslie H. Nelson, Herbert O. Reid, Sr., and John Payton for the District of Columbia Government; Robert C. MacKichan, Jr., Vincent L. Crivella, Michael J. Ettner, Leigh Ann Holt and Edmund W. Chapman for the General Services Administration; Robert C. Lopardo for MCI Telecommunications Corporation; Andrew D. Lipman and Helen E. Disenhaus for Metropolitan Fiber Systems of Washington, D.C.; Alfred Sonnenstrahl for Telecommunications for the Deaf, Inc.; Keith Townsend for U.S. Sprint Communications Company Limited Partnership; Brenda K. Pennington, Margo P. Domon, Josephine Scarlett-Simmons and Lisa C. Wilson for the Commission Staff; and Daryl L. Avery, General Counsel to the Commission.

Service	Units (A)	Present Rate (B)	New Rate (C)	Difference (D=B-C)	Present Ann Rev (E=AxBx12)	Proposed Ann Rev (F=AxCx12)	Ann Impact (G=E-F)
1. New Econ II	7,250	\$ 0.00	\$1.00	\$ 1.00	\$ 0	\$ 87,000	\$ 87,000
2. Pres Econ II	2,905	\$ 3.83	\$1.00	\$ (2.83)	\$ 133,514	\$ 34,860	\$ (98,654)
3. Econ I	1,116	\$ 4.47	\$1.00	\$ (3.47)	\$ 59,858	\$ 13,391	\$ (46,467)
4. Flat Rate	2,236	\$14.94	\$1.00	\$(13.94)	\$ 400,935	\$ 26,836	\$(374,098)
5. DC Only	2,236	\$ 9.16	\$1.00	\$ (8.16)	\$ 245,821	\$ 26,836	\$(218,984)
6. Message Rt	<u>2,236</u>	<u>\$ 7.64</u>	<u>\$1.00</u>	<u>\$ (6.64)</u>	<u>\$ 205,029</u>	<u>\$ 26,836</u>	<u>\$(178,193)</u>
TOTAL	17,980				\$1,045,157	\$215,760	\$(829,397)

Given the \$111,505 cost of waiving the service connection charges, the estimated revenue impact of \$829,397 must be increased to yield a total estimated revenue reduction of \$940,902.

B. Telecommunications Relay Services

On July 26, 1991, the Federal Communications Commission ("FCC") issued an order amending its rules to require each common carrier providing telephone voice transmission services to provide telecommunications relay services ("TRS") by July 26, 1993 throughout the area in which it offers services, "individually, through designees, through a competitively selected vendor, or in concert with other carriers."¹⁰⁵ This order was issued pursuant to

¹⁰⁴ (...continued)

Line 2: All present Economy II customers (2,905) will take the revised Economy II service.

Line 3: 3,848 households subscribe to Economy I, and 29% of those will become new Economy II subscribers ($.29 \times 3,848 = 1,116$).

Lines 4-6: The remaining Economy II service units [$17,980 - (7,250 + 2,905 + 1,116) = 6,709$] will be split equally among former flat rate, DC only, and message rate services ($6,709 \div 3 = 2,236$).

Lines 2-6: "Present rates" are those now in effect, not those which will be approved by the Commission through the current rate proceeding.

¹⁰⁵ In the Matter of Telecommunications Services for Individuals With Hearing and Speech Disabilities, and the Americans with Disabilities Act of 1990, Report and Order and Request for Comments, CC Docket No. 90-571, FCC 91-213, Released July 26, 1991 at 1-2.

the Americans With Disabilities Act of 1990 ("ADA"),¹⁰⁶ which requires common carriers to provide TRS. 47 U.S.C. § 225(b)(3).

On September 5, 1991, the Commission issued an Order¹⁰⁷ adding the following issue (and numerous sub-issues) to Formal Case No. 850:

Is there a need for C&P to provide Telecommunications Relay Services in the District of Columbia, and, if so, when should they be provided, what standards should be applicable, and how should they be funded?

C&P, OPC, Staff, AT&T, U.S. Sprint Communications Company Limited Partnership ("Sprint"), the District of Columbia Association of Deaf Citizens ("DCADC"), Telecommunications for the Deaf, and MCI Telecommunications Corporation participated in the TRS portion of this proceeding. Three well-attended community hearings were held in which the Commission had the opportunity to hear comments from a broad spectrum of the deaf, hard of hearing and mute communities, persons familiar with the needs of those communities, and potential TRS users. These comments were extremely informative, and they have been particularly helpful to us in evaluating the issues relevant to the provision of TRS in the District.

1. Positions of the Parties: Establishing a TRS System

Following the final hearing on TRS in this proceeding, the parties, except Telecommunications for the Deaf, reached agreement on most of the outstanding issues regarding the establishment of a TRS system for the District of Columbia. This agreement is reflected in the Joint Report on Partial Settlement of Issues Relating to Telecommunications Relay Services in the District of Columbia ("Joint Report" or "Jt. Rpt.") that was signed by all of the parties and submitted to the Commission on December 10, 1991. The parties' agreement can be summarized as follows:

- (1) the TRS systems currently offered by private organizations and the General Services Administration in the District of Columbia do not provide adequate service and, consequently, TRS should be provided in the District by a commercial entity (Jt. Rpt. at 1);

¹⁰⁶ S.933, Pub. L. 101-336, 104 Stat. 327, 366-69 (1990).

¹⁰⁷ Formal Case No. 850, Order No. 9809 (September 5, 1991).

(2) the TRS system will probably be owned and operated by a third-party vendor under contract with C&P, rather than by C&P itself, and the vendor should be selected through a competitive bidding process conducted by C&P on the following timetable to ensure a fully operational system by no later than August 1992:¹⁰⁸

Event	Time Interval
PSC Issues Order	1/1/92 (estimated)
C&P Issues RFP	one week later
C&P Receives Bids	three weeks later
C&P Selects Vendor	three weeks later
System Fully Operational	ASAP, but not later than 8/92

(id. at 2-3);

(3) if no acceptable bids are received through a competitive bidding process, C&P will remain responsible for ensuring that TRS is provided in accordance with the ADA, the regulations of the FCC, and the standards of this Commission (id. at 4);

(4) TRS should be provided by a commercial vendor rather than by a volunteer organization (id. at 4);

(5) the District's TRS system should meet and, in certain respects, exceed the FCC's minimum standards, with requirements that Communications Assistants be high school graduates (or the equivalent) with a minimum typing speed of 45 words per minute and that 85%-90% of calls be answered

¹⁰⁸ Although it is not clearly spelled out in the Joint Report, C&P states in its Final Post-Hearing Brief that the parties agreed that "potential TRS vendors should be permitted to present bids based on providing service through a District-specific relay center and through a regional relay center, so that the costs of the two options can be compared." C&P Final Post-H. Br. at 7 n.25 (citing Jt. Rpt. at 7-8.)

within ten seconds,¹⁰⁹ with actual relay service to begin within thirty seconds of answering (id. at 4-5);

(6) the TRS vendor should have procedures for handling complaints "in-house", while TRS users should also be able to raise complaints directly with C&P, the Commission, OPC, or an Advisory Committee established to provide guidance on the TRS system (id. at 5-6); and

(7) the Advisory Committee should consist of representatives of the Commission, OPC, C&P, and the community of users of the TRS system (id. at 6).

The only issues on which the parties did not reach agreement concern the mechanisms for funding TRS and for recovering costs related to the interconnection of the District's TRS system with interstate TRS.

The essence of the debate on funding a TRS system concerns whether the costs of the system should be recovered through a surcharge or through base rates. C&P and Staff both recommend the use of a surcharge, while OPC and DCADC contend that TRS costs should be recovered through base rates. The vendors do not take a position on funding issues. Id. at 7.

C&P contends that it is impossible to estimate the actual cost of providing a TRS system for the District and that the only practical means of funding a new system is through an annually adjusted surcharge. C&P Ex.(5J) at 11-12. C&P claims that it is impossible to estimate costs now because the Commission has yet to set system standards, the amounts to be charged by the vendor are yet unknown, and the demand for TRS has yet to be quantified. Id. at 12. C&P further notes that TRS system usage typically grows over time and that the pace of such growth is very difficult to predict. Id. at 12. C&P recommends that the "TRS surcharge be modeled on the current E911 surcharge of 16¢ per non-Centrex access line and 2¢ per Centrex access line," with such a surcharge to be adjusted annually to reflect actual costs. Id. at 13. C&P argues that the amount of the surcharge should be incurred on C&P's bills under the existing line-item labelled "Surcharge for Federal Cost Adjustments." Jt. Rpt. at 7-8; C&P Final Post-H. Br. at 6-7. Staff agrees that it would be appropriate to fund TRS through an

¹⁰⁹ The parties agree that vendors should include in their bids the costs of both answering 85% and 90% of the calls within ten seconds, so that the costs can be compared as part of the selection process. Jt. Rpt. at 5.

increase in the existing Surcharge for Federal Cost Adjustments. Jt. Rpt. at 7-8; PSC Post-H. Memo. at 8-9.

OPC argues that TRS is a basic service that should be funded in the same manner as other basic services, through base rates. OPC Post-H. Br. (TRS) at 3-6. OPC points out that the ADA requires local exchange companies to provide to members of the deaf, hard of hearing and mute communities telephone services that are "functionally equivalent" to telephone services provided to hearing individuals, and that increased rates cannot be charged to TRS users for these services. OPC Ex.(2H) at 18-19. OPC argues that funding the TRS system through the line-item surcharge proposed by C&P improperly singles out one class of ratepayers for different treatment because of its members' physical characteristics (OPC Post-H. Br. (TRS) at 4), could stigmatize TRS users and lead to a negative reaction by hearing people who see the surcharge on their phone bills (OPC Ex. (2H) at 19-21; OPC Post-H. Br. (TRS) at 12); and is opposed by the deaf, hard of hearing and mute communities. OPC Post-H. Br. (TRS) at 4, 6. OPC comments that the Commission traditionally disfavors the use of surcharges and argues that the existing Surcharge for Federal Cost Adjustments should be reserved for non-traffic-sensitive costs associated with jurisdictional separations. Id. at 8-11. DCADC agrees that TRS should be "supported, offered and considered a part of basic phone services ." DCADC Ex. at 7-8. Although DCADC advocates funding through base rates, it states that it will accept C&P's surcharge mechanism on an interim basis if the Commission changes over to base rate funding within two years. DCADC Post-H. Br. at 2-3.

AT&T agrees with C&P that it is impossible to determine the overall cost of TRS for the District at this time and supports C&P's proposal to adjust the charge annually. AT&T Ex. at 17. AT&T notes its concern that the deaf, hard of hearing and mute communities not be stigmatized by surcharge labels and recommends that any label used should be carefully selected. Id. at 18.

The parties were also unable to agree on the amount of an adjustment to basic rates or of a surcharge that would be necessary to pay for TRS, although they agree that it would be appropriate to split the total amount of TRS costs between residential customers (35%) and business customers (65%). Jt. Rpt. at 8.

C&P states that the surcharge would vary annually to reflect the actual cost of operating the TRS system. C&P Ex.(5J) at 14. OPC concurs with C&P that it is currently impossible to determine the cost of a TRS system and how basic telephone rates would have to be adjusted to pay for the system. OPC Ex.(2H) at 23. OPC recommends that the recovery of the costs associated with the TRS system be deferred until C&P's next general rate proceeding, when those costs will be known and measurable. Id. at 23-24.

Staff recommends that C&P be required to file additional testimony documenting TRS costs when this information is known so that an appropriate surcharge or adjustment to base rates can be determined. PSC Ex.(4I) at 14. Staff suggests that it and other parties be permitted to file comments on the reasonableness of such costs and the appropriate service rate. Id. DCADC notes that the amount charged for TRS in other states generally ranges from 3¢ to 25¢ per line, with an average of 10¢ to 15¢ per line, and recommends an initial charge in the District of 20¢ per line. DCADC Ex. at 8.

As explained in the Joint Report, "[e]ach party believes that its preferred funding mechanism reflects the experience of other states" and Staff will continue to monitor the relevant activities of other states. Jt. Rpt. at 8-9.

Whichever funding mechanism is chosen, C&P, OPC and Staff agree that Economy II customers should be exempt from paying TRS charges. Jt. Rpt. at 8.

Although the parties all agree that the TRS system must permit any TRS user to connect to the interexchange carrier of the user's choice, they could not agree on the appropriate mechanism for recovering the costs of such interstate calls. Jt. Rpt. at 6-7. The parties other than OPC agree that such costs should be recovered from C&P's customers in the same way that the costs for intra-District TRS calls are recovered. Id. OPC, however, opposes the recovery of interstate costs through intrastate charges, arguing that intrastate ratepayers should not subsidize interstate costs. Id. at 7; OPC Post-H. Br. (TRS) at 12-13.

2. Analysis and Decision: Establishing a TRS System

The Commission adopts the parties' settlement agreement as reflected in the Joint Report¹¹⁰ because it represents a thoughtful and reasonable solution to the issue of how best to provide a TRS system in the District of Columbia, it is supported by the evidence, and it is in the public interest of District residents. We will not, however, expressly exempt Economy II customers from paying TRS charges because those charges will, for the most part, be included in the base rates, as explained below. Accordingly, based on the evidence presented, we reach the following conclusions:

1. The TRS systems currently available in the District do not provide adequate service. As a result, the District's TRS

¹¹⁰ The Commission commends the parties for their efforts to settle the issues related to TRS.

system should be provided by a commercial entity, and should meet the standards below.

2. C&P itself will not own and operate the TRS system. Instead, the TRS system will be owned and operated by a third-party vendor under contract with C&P after a competitive bidding procedure conducted by C&P.

3. The timetable for the bidding procedure will be as follows:

Event	Time Interval
PSC Issues Order	1/27/92
C&P Issues RFP	three weeks later
C&P Receives Bids	ten days later
C&P Selects Vendor	one week later
System Operational	ASAP, but not later than 5/30/92

4. Prior to the issuance of the RFP, C&P will send letters to those entities of which it is aware that are providing TRS systems in other jurisdictions advising them of the pending release of the RFP, in order to ensure that an adequate number of potential vendors respond to the RFP.

5. The RFP will specify that vendors will be competing, in part, on the speed with which the system can be made operational. The RFP will also contain penalty provisions in the event that a vendor promises an operational system by a given date, then fails to meet that date.

6. The system required to be operational on or before May 30, 1992 may be an interim system that meets FCC standards. Full compliance with District standards is required within three months after contract award if the District TRS system is provided from an existing regional TRS center, or six months after contract award in all other cases.

7. The RFP will require the winning vendor to make periodic reports to C&P and to the Advisory Board established hereunder, indicating the performance of the TRS system in relationship to the District-specific standards. These reports shall include the period of operation of any interim system, including any initial difficulties the vendor encounters in meeting system standards.

Any such difficulties will be reported promptly to C&P and the Advisory Board.

8. The items listed above are not exhaustive of the items to be addressed in the RFP. C&P will consult with the Staff, OPC, and representatives of the deaf, hard of hearing and mute communities in the preparation of the RFP and the selection of the winning vendor. Staff and OPC shall jointly determine which members C&P shall consult with. However, Staff and OPC shall make certain that the views of Hubert Anderson and David Nelson are considered. C&P, however, will be responsible for making the choice among bidders.

9. Within fourteen (14) days after the award of the contract, C&P will file a report with the Commission containing copies of the bids received and explaining the factors that led C&P to choose the winning vendor.

10. If no acceptable bids are received, C&P is required to ensure that the service is nevertheless provided in accordance with the schedule set forth herein, the terms of the ADA, the regulations of the FCC, and the standards for the TRS system adopted by this Commission.

11. The District's TRS system must meet all FCC standards and shall exceed those standards in at least the respects set out below. The RFP may request that vendors include additional features, such as a "store and forward" system, as options.

a. Typing Speed. The overall system requirement shall be a minimum typing speed of 45 words per minute. Individual Communications Assistants will be permitted to build up to the 45 words-per-minute speed during the initial three months after hiring.

b. Speed of Answer. Vendors shall be required to include in their bids the cost of (a) a system in which 85% of calls are answered within 10 seconds and (b) a system in which 90% of calls are answered within 10 seconds, so that the costs of these two options may be compared and a choice made between them. In either case, actual relay service shall begin within 30 seconds of answering.

c. Qualifications of Communications Assistants. Communications Assistants shall be high school graduates or shall have passed a high school equivalency examination. Communications Assistants shall be able to accurately translate the language and vocabulary used by TRS system users (including grammar and pronunciation), irrespective of the degree of technical sophistication of that language. If at the end of the first year of operation of the TRS system, it appears that an inadequate level of qualifications for Communications Assistants is interfering with

the ability of the system to meet the needs of users, these qualifications may be revised upward.

d. Future Changes in Standards. The fact that the specific standards listed above already exceed FCC minimum standards does not mean that additional higher standards may not be established in the future.

12. The TRS vendor should be required to have procedures in place for handling complaints "in-house," and bidders shall describe those procedures in their responses to the RFP. TRS system users will also be able to raise complaints about the system directly with C&P, with the Commission, with the OPC, or with the Advisory Board. The Commission's complaint procedures will be fully available to TRS users, with C&P responsible for responding to TRS-related complaints before the Commission.

We have carefully considered the parties' various recommendations for funding the TRS system through a surcharge or through base rates. The surcharge mechanism proposed by C&P has the distinct advantage of providing a relatively efficient means for C&P to recover its costs in establishing an extensive new service. As noted by OPC, however, we generally disfavor the use of surcharges. Moreover, we agree with DCADC and OPC that TRS is a basic service and are sensitive to the possibility that members of the deaf, hard of hearing and mute communities could be stigmatized by the use of a line-item surcharge. We, therefore, conclude that TRS should be funded through base rates.

Because sufficient cost information is not yet available to assess accurately the increase in base rates that will be necessary to pay for the new TRS system, and we do not believe that it would be appropriate to initiate a new base rate proceeding at this time, we have decided to fund TRS initially by increasing base rates by an amount that should cover a significant portion of total TRS costs, or \$.20 per access line per month. To the extent the amount charged is greater or less than the actual costs of providing TRS, a surcharge mechanism will be used to adjust that amount appropriately. This surcharge (or reduction) will be reflected in each customer's surcharge for Federal Cost Adjustments and will be adjusted on an annual basis. It will not be listed as a separate line item so as not to stigmatize the deaf, hard of hearing and mute communities through the use of an inappropriately labeled surcharge. The specific calculation of the TRS amount of each customer's surcharge will be as proposed in C&P Ex. (5J)-1, to reflect an 8:1 ratio between non-Centrex access lines and Centrex access lines. See C&P Ex. (5J) at 13. Each customer's appropriate TRS amount will then be added to the surcharge amount calculated as it is today, for a single total "surcharge for Federal Cost Adjustments" reflecting both TRS amounts and amounts related to the phase-down of the Subscriber Plant Factor. In the next general

rate proceeding, when the TRS system is operational and its costs are known, we will be able to recover TRS costs through base rates without the need for a surcharge.

The Commission has determined that the TRS system must permit all TRS users to connect to the interexchange carriers they choose. C&P, Staff, DCADC, Sprint and AT&T agree that the costs of such interstate calls should be recovered in the same way that the costs for intra-District TRS calls are recovered. OPC was unwilling to agree to this point. Except for OPC's objection, the Commission would approve the other parties' agreement on this issue. If OPC withdraws its objection, the Commission would order the recovery of interstate costs as the other parties have suggested.

3. Positions of the Parties: TRS Advisory Board

Following the hearing on TRS, and after determining that the advisory board discussed in the Joint Report will make a valuable contribution to the establishment and operation of a TRS system in the District (see Jt. Rpt. at 6), the Commission solicited additional comments concerning the appropriate structure and role of the TRS Advisory Board. Formal Case No. 850, Order No. 9932, (Dec. 20, 1991). C&P recommends that the Advisory Board consist of no more than eight members, with three members from the deaf, hard of hearing and mute communities (two to be appointed by DCADC and one by Gallaudet University), and one member each from the District of Columbia government, Staff, OPC, C&P, and the TRS vendor. Comments of the Chesapeake and Potomac Telephone Company (dated Dec. 27, 1991) ("C&P Comments") at 2. C&P asserts that the Advisory Board should perform many of the same roles as the Relay Texas Advisory Board¹¹¹, but argues that it is not necessary to

¹¹¹ In Order No. 9932, the Commission discussed the Relay Texas Advisory Board as a possible model for the District of Columbia's Advisory Board. As described in that order, the Relay Texas Advisory Board has thirteen members and

is involved in a wide range of issues, including the original request for proposals to provide TRS, complaints of the public about TRS service and operators, publicity campaigns including budgets, changing of the Commission's rules concerning handling of interstate traffic, protocols to be followed by operators, comments to be filed in the Federal Communications Commission (FCC) or Joint Board proceedings, analysis of contracts between carriers, use of ASCII technology, and confidentiality of the
(continued...)

involve the Advisory Board in the development of the RFP, in the analysis of contracts between carriers, and in filing any comments before the FCC and the Federal/State Joint Board. Id. at 2-3.

OPC recommends that the Advisory Board be composed of no more than fifteen members, with a majority of members, including the chairperson, coming from the deaf, hard of hearing and mute communities, and the remainder coming from the Commission (or Staff), OPC, C&P, the TRS vendor, and the District government agency responsible for issues involving the deaf, hard of hearing and mute communities. Comments of the Office of the People's Counsel in response to Commission Order No. 9932 (dated Dec. 27, 1991) ("OPC Comments") at 2. OPC concurs with C&P that the Advisory Board need not be involved in developing the RFP and that such involvement would only delay the selection of a TRS vendor. Id. See C&P Comments at 2. OPC also agrees that it is not necessary for the Advisory Board to analyze interexchange carrier contracts, because such contracts do not exist in the District of Columbia, and that the other matters considered by the Relay Texas Advisory Board are appropriate for the District's Advisory Board. OPC Comments at 3.

Staff contends that it, along with other appropriate parties, should be represented on the Advisory Board, but notes that "any requirement that a minimum number of representatives be selected from a particular group or be endorsed by a specific organization is wholly unnecessary." Comments of the Staff of the Public Service Commission of the District of Columbia in Response to Order No. 9932 (dated Dec. 27, 1991) at 3-4. Unlike C&P and OPC, Staff recommends that the Advisory Board be permitted to draft a model RFP as part of its participation in the vendor selection process. Id. at 4. Staff stresses that the Advisory Board should focus on quality of service issues and that it should be responsible for publicizing the availability of TRS. Id. at 4-5.

AT&T stated that it has no objections to the structure of the advisory board used in Texas. Letter from Mark A. Keffer to Commission (dated Dec. 27, 1991).

DCADC contends that the Advisory Board should consist of the following:

one representative from the telephone consumer group (if one exists);

¹¹¹(...continued)
system.

one representative from the Office of People's Counsel;

two representatives recommended by the DCADC;

one representative recommended by the DC Chapter Association of Late-Deafened Adults ("ALDA") or AARP;

one representative recommended by the Self Help for Hard of Hearing Persons ("SHHH");

one representative recommended by the president of Gallaudet University;

two representatives from the federal government (one of whom must be deaf; the other must be hard of hearing);

one representative recommended by the Black Deaf Advocates ("BDA");

one representative from C&P Telephone Company;

one representative from Deaf/Blind population (must be deaf/blind) and recommended by the Metro Washington Association of Deaf/Blind ("MWADB"); and

one representative from the speech impaired population (must be mute) and recommended by the DC Chapter of American Speech Language Hearing Association.

Letter from Hubert Anderson, Jr. to Commission (dated Dec. 26, 1991) at 1. DCADC asserts that the responsibilities of the Advisory Board should be the same as those of the Relay Texas Advisory Board, except that the District's Advisory Board need only "review/approve" the RFP developed by C&P, rather than assist in developing the RFP. Id. at 2. DCADC would permit C&P to retain the authority to solicit and evaluate bids, and to select the vendor, although it recommends that C&P have at least two representatives of the deaf and hard of hearing communities on the bid evaluation and selection panel. Id. DCADC also recommends the creation of an office with professional and support staff to function as a liaison between the Commission, the TRS industry and customers, and to provide assistance to the Advisory Board, which would be paid for out of the funds raised to finance the TRS system. Id.

4. Analysis and Decision: TRS Advisory Board

The parties are largely in agreement that the Commission, OPC, C&P, and the deaf, hard of hearing and mute communities should be represented on the Advisory Board, and we concur that these parties could make a valuable contribution to the establishment and continued operation of the District's TRS system. The comments of DCADC have been particularly helpful in determining appropriate representatives of the deaf, hard of hearing and mute communities, although we are sensitive to Staff's concerns that these representatives should not be limited to the members of certain organizations. C&P and OPC contend that the District of Columbia government and the TRS vendor should also be represented, and we agree that their presence would be beneficial. We therefore find that the TRS Advisory Board should consist of the following:

- 1) one representative of the Commission;
- 2) one representative of OPC;
- 3) one representative of C&P;
- 4) one representative of the TRS vendor;
- 5) one representative of a District of Columbia government agency responsible for issues involving the deaf, hard of hearing and mute communities;
- 6) one representative of the federal government (if the federal government desires to participate);
- 7) one individual recommended by the president of Gallaudet University;
- 8) two individuals recommended by DCADC;
- 9) one individual recommended by the District of Columbia chapter of the Association of Late-Deafened Adults;
- 10) one individual recommended by Self Help for Hard of Hearing Persons;
- 11) one individual recommended by Black Deaf Advocates;
- 12) one individual recommended by the Metro Washington Association of Deaf/Blind;
- 13) one individual recommended by the District of Columbia chapter of the

American Speech Language Hearing Association;

- 14) one individual recommended by Deaf Pride Incorporated; and
- 15) one individual selected "at-large" by the Commission who is familiar with the needs of the deaf, hard of hearing and mute communities in the District of Columbia and who may or may not be affiliated with any of the aforementioned organizations.

The named organizations are encouraged to recommend individuals who will be users of the TRS system. The Advisory Board will be permitted to select its own chairperson.

We find that the Advisory Board should have virtually the same functions as the Relay Texas Advisory Board. It will, therefore, have the opportunity to advise the Commission, C&P, and the TRS vendor on a broad range of matters concerning the establishment and operation of the District of Columbia's TRS system, including: complaints by the public about TRS service and TRS operators; publicity campaigns for TRS, including the budgetary requirements of same; the Commission's rules concerning interstate traffic; protocols to be followed by operators; the use of ASCII and other relevant technology; the confidentiality of the TRS system; and any matters concerning TRS that are being considered by the FCC or the Federal/State Joint Board. The Advisory Board will report directly to the Commission.

C&P, OPC, and DCADC agree that the Advisory Board should not participate in drafting the RFP. The Commission concludes that such participation would result in unnecessary delay, especially where the general parameters of the RFP have already been agreed upon by the parties in their Joint Report and are set forth herein. We further agree with DCADC that, although C&P should retain authority to solicit and evaluate bids, it should attempt to consult the deaf, hard of hearing and mute communities. Since the Advisory Board will not have been constituted in time to provide such consultation, C&P should consult with the representatives of those communities who participated in these hearings. We find that it is unnecessary for the Advisory Board to participate in the analysis of interexchange carrier contracts because there is only one local exchange carrier in the District of Columbia. Although the Advisory Board will be free to provide advice on any matters being considered by the FCC or the Federal/State Joint Board, none of the parties to this proceeding will be obligated to accept such advice.

80000 SERIES
30% P.C.W.



BA-AT&T Agreement 1

Exhibit 3

HC

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J. Henry Ambrose
Director
Regulatory Matters

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CHIEF CLERK

July 17, 1997

Mr. Jesse P. Clay, Jr.
The Public Service Commission
of the District of Columbia
717 Fourteen Street, N.W.
Suite 200
Washington, D.C. 20005

PROPRIETARY INFORMATION

Re: Formal Case No. 850 (Telecommunications Relay Service)

Dear Mr. Clay:

Please find enclosed a copy of the executed Telecommunications Relay Service (TRS) Agreement between Bell Atlantic-Washington, D.C., Inc. and AT&T. Under this Agreement, AT&T will provide TRS in Washington, D.C. through May 5, 1999. Attachment A - original Request for Proposal (RFP) and Attachment B - original AT&T response to the RFP are not included in this mailing.

The attached is considered proprietary by BA-DC and should be treated accordingly.

If there are any questions about this cost information, please call me.

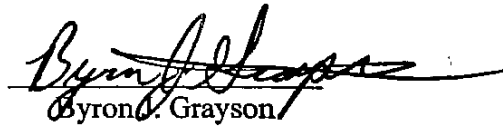
Respectfully submitted,



cc: Elizabeth A. Noël, Esquire, People's Counsel

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of July, 1997, copies of the enclosed Agreement between Bell Atlantic - Washington, D.C., Inc. and AT&T were hand-delivered or mailed first-class, postage prepaid to all parties to all parties as indicated below.


Byron C. Grayson

Pamela Mills, Esq.
Acting General Counsel
Public Service Commission
717 14th Street, N.W.
Suite 200
Washington, D.C. 20005

☒ By Hand ☐ By Mail

Elizabeth A. Noël, Esq.
People's Counsel
Office of the People's Counsel
1133 15th Street, N.W.
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Washington, D.C. 20005

☒ By Hand ☐ By Mail

Sandra Mattavous-Frye, Esq.
Associate People's Counsel
Office of People's Counsel
1133 15th Street, N.W.
Suite 500
Washington DC 20005

☒ By Hand ☐ By Mail

PREAMBLE

This AGREEMENT is made by and between Bell Atlantic - Washington D.C., Inc. (hereinafter called "BUYER") a New York corporation with offices located at 1710 H Street, N.W., Washington, DC 20006, and AT&T Corporation (hereinafter called "SELLER") a New York corporation with offices located at 32 Avenue of the Americas, New York, New York 10013 -2412.

SERVICES as defined herein are hereby offered for sale by SELLER and may be purchased by BUYER in accordance with the terms and conditions stated herein. This AGREEMENT is a non commitment agreement and SERVICES shall be furnished by SELLER on an "As Ordered" basis.

This AGREEMENT consists of the Terms & Conditions herein and the following Attachments attached hereto and made a part hereof:

Attachment A:

Request for Proposal (RFP) to Provide Telecommunications Relay Service (TRS) in the District of Columbia, issued by BUYER on February 18, 1992, attached hereto and incorporated herein by reference.

Attachment B:

SELLER'S Response to Request for Proposal referenced above, dated March 2, 1992, and subsequent attachment, dated March 6, 1992, issued by SELLER which is attached hereto by reference and incorporated herein.

Attachment C: - Price Schedule

Attachment D: - Government Requirements

If there is any conflict between this AGREEMENT and the documents listed above the following order of precedence shall rule:

1. The Terms and Conditions of this AGREEMENT
2. Attachment C - Price Schedule
3. Attachment D - Government Requirements
4. Attachment A - BUYER'S RFP
5. Attachment B - SELLER'S Response to BUYER'S RFP

Any references to The Chesapeake and Potomac Telephone Company (C&P Telephone) in Attachments A or B are hereby changed to Bell Atlantic - Washington D.C., Inc.

TERM OF THE AGREEMENT

This AGREEMENT shall become effective as of May 6, 1992, and shall, except as otherwise set forth herein, continue in effect thereafter until May 5, 1999.

DESCRIPTION OF SERVICES

SELLER shall, subject to the terms and conditions set forth herein, provide the services described herein and in Attachment A (herein referred to as "SERVICES") which is incorporated into this AGREEMENT. The SERVICES must be provided by SELLER'S Telecommunications Relay Service (TRS) Center located within the geographical boundaries of the District of Columbia (hereinafter "TRS Center").

All calls must be initially routed through the TRS Center for completion. Any overflow from the TRS Center may be transferred to SELLER'S Next Available Assistant located in SELLER'S other TRS centers which may not be physically located within the District of Columbia.

SELLER agrees to staff the TRS Center at a level of thirty (30) TRS Communication Assistants.

SELLER agrees that eight five (85%) of all calls to the TRS Center will be answered within ten (10) seconds of commencement of queue/communications assistant ringing with actual relay service to begin within thirty (30) seconds of answer.

SERVICES shall also include SELLER'S provision of all Community Outreach services as detailed in Attachment B, Section 4.1 through 4.7 (SELLER'S Response to BUYER'S RFP). SELLER will work with BUYER in the development of Outreach material to ensure that it is consistent with BUYER'S program goals and has BUYER'S approval before release.

PAYMENT

BUYER shall pay SELLER for SERVICES provided by SELLER hereunder in accordance with Attachment C.

ASSIGNMENT

SELLER shall not assign any right or interest under this AGREEMENT (except for monies due or to become due) nor delegate any service or other obligation to be performed or owed by SELLER under this AGREEMENT without the prior written consent of BUYER. Any attempted assignment or delegation in contravention of the above shall be void and ineffective. Any assignment of monies shall be void and ineffective to the extent that (1) SELLER shall not have given BUYER at least thirty (30) days prior written notice of such

NOTICE

Not for use or disclosure outside the Bell Atlantic Companies except under written agreement.

assignment, and/or (2) such assignment attempts to impose upon BUYER obligations to the assignee additional to payment of such monies or to preclude BUYER from dealing solely and directly with SELLER in all matters pertaining to the AGREEMENT. This AGREEMENT may be assigned by BUYER to any parent, subsidiary, or affiliate of assigning party by giving SELLER forty (40) days written notice.

BUYER'S INFORMATION

All specifications, drawings, sketches, models, samples, tools, computer programs, technical information, confidential business information or data, written, oral or otherwise (all hereinafter designated "Information") obtained by SELLER from BUYER hereunder or in contemplation hereof shall remain BUYER'S property. All copies of such Information in written, graphic or other tangible form shall be returned to BUYER upon request. Unless such Information was previously known to SELLER free of any obligation to keep it confidential or has been or is subsequently made public by BUYER or a third party, it shall be kept confidential by SELLER, shall be used only in the filling of Orders, or in performing otherwise hereunder, and may be used for other purposes only upon such terms as may be agreed upon in writing by BUYER.

CHANGES

BUYER shall have the right from time to time, by written notice, to propose changes in or additions to the SERVICES to be supplied under this AGREEMENT and SELLER agrees to comply, to the extent feasible, with such change notices, which shall become a part of the AGREEMENT. If such changes cause an increase or decrease in the cost or time required for performance, the parties will attempt to agree in writing on a revised price and delivery schedule before the changes are initiated. If time does not allow for such negotiation before the changes are initiated, BUYER will direct SELLER in writing to begin working on the changes. In the latter case, an equitable adjustment in the price and delivery schedule shall be made and the AGREEMENT shall be amended accordingly in writing, provided, however, that any claim by SELLER for such an adjustment must be made within thirty (30) days of the receipt of such change notice and be adequately documented by SELLER. SELLER may also propose changes in writing and may carry them out with the written consent of BUYER.

CHOICE OF LAW

The construction, interpretation and performance of this AGREEMENT shall be governed by and construed in accordance with the domestic laws of the District of Columbia.

COMPLIANCE WITH LAWS

SELLER shall comply with all applicable federal, state, county and local laws, ordinances, regulations, codes, orders and judgments (including procurement of required permits or

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certificates) in SELLER'S performance hereunder. This includes, but is not limited to, compliance with the Occupational and Safety Health Act of 1970 as amended, the Small Business Investment Act of 1958 as amended, the Hazardous Material Transportation Acts as amended, the Toxic Substance Control Act as amended, and any applicable state or local law, rule or regulation affecting safety and health, including applicable "Right to Know" laws regulations.

If materials, SERVICES or containers furnished are required to be constructed, packaged, labeled or registered in a prescribed manner, SELLER shall comply with federal laws and regulations and, in addition, with applicable state or local laws and regulations, including but not limited to compliance with the Hazard Communication Standard by furnishing applicable Material Safety Data Sheets and any other required notices to BUYER on or before the date of delivery of the associated material, SERVICES or container. SELLER agrees to defend, indemnify and hold harmless BUYER for any loss, damage, penalty, fine, or liability sustained because of SELLER'S noncompliance.

CONDITIONS PREVENTING PERFORMANCE

SELLER shall give written notice to BUYER of any condition(s) which arise at any time during the term of this AGREEMENT which could prevent the proper performance of this AGREEMENT, within four (4) hours of encountering the condition(s).

CONTINGENCY

Neither of the parties shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, acts of God or by the public enemy or other similar causes beyond such party's control. However, SELLER'S delay or failure to perform shall not be excused by a default of any of its subcontractors or suppliers unless such default arises out of causes beyond the control of both the SELLER and its subcontractor or supplier and without the fault or negligence of either of them, and unless the supplies or SERVICES to be furnished by such subcontractor or supplier are not obtainable from other sources. If such contingency occurs, the party injured by the other's inability to perform may elect to: (a) terminate this AGREEMENT or part thereof as to SERVICES not already received; (b) suspend this AGREEMENT for the duration of the delaying cause and buy or sell elsewhere services to be bought or sold hereunder; or (c) resume performance hereunder once the delaying cause ceases with an option in the injured party to extend the period hereunder up to the length of time the contingency endured. Unless written notice is given within thirty (30) days after such injured party is apprised of the contingency, (b) shall be deemed selected.

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DEFAULT

Time is of the essence to this AGREEMENT. In the event that SELLER fails to complete the performance of SERVICES ordered hereunder within the time specified or in accordance with agreed schedules, or in the event that SELLER is in breach or default of any other term, condition or provision of this AGREEMENT and if such breach or default shall continue for three (3) days after BUYER notifies SELLER thereof, then, in addition to all other rights and remedies provided hereunder or at law or equity, BUYER shall have the right to cancel this AGREEMENT, in whole or in part without any liability to BUYER whatsoever.

GOVERNMENT REQUIREMENTS

Attachment D "GOVERNMENT REQUIREMENTS", shall form a part of this Agreement and any amendments hereto.

IMPLEADER

The SELLER agrees that it will not implead or bring any action against BUYER or BUYER'S customers or the employees of either based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by BUYER or BUYER'S customers and that arises out of material or SERVICES furnished under this AGREEMENT.

INDEPENDENT CONTRACTOR STATUS

In carrying out the provisions of this AGREEMENT, SELLER is and shall be deemed to be for all purposes, an Independent Contractor. SELLER shall select its employees, agents and subcontractors, if any, and such employees, agents, and subcontractors shall be under the exclusive and complete supervision and control of SELLER, not BUYER. SELLER hereby acknowledges responsibility for full payment of wages and other compensation to all employees, agents, and subcontractors engaged by it in the performance of SERVICES under this AGREEMENT, and for full compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, working conditions, and payment of taxes, such as unemployment, social security and a new payroll after taxes, including applicable contributions from its employees, agents, and subcontractors required by law. It is the expressed intent of this AGREEMENT that the relationship of SELLER to BUYER shall be solely that of Independent Contractor and not that of a joint venture, partnership, or any other joint relationship.

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INFRINGEMENT

The following terms apply to any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, use or sale of any material, SERVICES or equipment furnished to BUYER under this AGREEMENT or in contemplation of this AGREEMENT. SELLER shall defend, indemnify and hold harmless BUYER and BUYER'S customers for any loss, damage, expense or liability that may result by reason of any such infringement or claim, except where such infringement or claim arises solely from SELLER'S adherence to BUYER'S written instructions or directions which involve the use of merchandise or items other than: (1) commercial merchandise which is available on the open market or is the same as such merchandise, or (2) items of SELLER'S origin, design, or selection, and BUYER shall so indemnify SELLER in such excepted cases. Each party shall defend or settle at its own expense, any action or suit against the other for which it is responsible under this clause. Each party shall notify the other promptly of any claim of infringement for which the other is responsible, and shall cooperate with the other in every reasonable way to facilitate defense of any such claim.

Should any of the material, SERVICES or equipment furnished to BUYER hereunder or in Orders placed hereunder, or in the operation hereof, become the subject of a claim of any infringement of a patent, trademark, copyright, trade secret, or other proprietary interest SELLER shall, at its expense, and at BUYER'S option, either procure for BUYER the right to continue using the material, SERVICES or equipment, replace or modify the same so that they become non-infringing, or refund to BUYER the full purchase price of the infringing items or SERVICES.

INVOICES

SELLER'S invoice shall be rendered upon completion of the work to the satisfaction of BUYER'S Representative and shall be payable as provided in the clause PAYMENT in accordance with Attachment C. The work shall be delivered free from all claims, liens and charges whatsoever. BUYER reserves the right to require, before making payment, proof that all persons and entities furnishing labor and materials for the work have been paid.

LIABILITY, INSURANCE, INDEMNITY

SELLER agrees to indemnify and save BUYER harmless from any liabilities, claims, or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made: (1) by any third person for injuries, including death to persons or damage to, or loss of, property, resulting from SELLER'S negligent or otherwise wrongful acts or omissions, or those of SELLER'S employees, agents, servants, or contractors; (2) by any third person for injuries, including death, to persons or damage to, or loss of, property, caused by any material or SERVICES supplied by SELLER hereunder in a

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defective or unreasonably dangerous condition; or (3) under Worker's Compensation, or similar employer-employee liability acts, against BUYER by SELLER'S employees, agents, servants or contractors. SELLER agrees to defend BUYER, at BUYER'S request, against any such liability, claim or demand. The foregoing indemnification shall apply whether SELLER or BUYER defends such claims, demands or liabilities, and whether the death, injury or property damage is caused by the sole acts or omissions of SELLER or by the concurrent acts or omissions of BUYER and SELLER hereunder. BUYER agrees to notify SELLER promptly of any written claims or demands against BUYER for which SELLER is responsible hereunder.

SELLER shall maintain, during the term thereof, all insurance and/or bonds required by law and this Agreement, including but not limited to:

- (1) Worker's Compensation insurance as required by the State(s) in which the contract is to be performed.
- (2) Employer's Liability insurance with limits of not less than \$100,000 per occurrence.
- (3) Comprehensive or Commercial General Liability Insurance, on an Occurrence Basis, including but not limited to premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors and personal injury, with limits of at least \$500,000 combined single limit for each occurrence.
- (4) Errors and Omissions, with limits of not less than \$1,000,000 per occurrence.
- (5) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.
- (6) Excess Liability, in the Umbrella Form and on an Occurrence Basis, with limits of at least \$1,000,000 combined single limit for each occurrence.

BUYER, its parent and affiliated companies and the employees and agents of BUYER and its parent and affiliated companies shall be identified as additional named insureds on the foregoing policies of insurance.

SELLER agrees that SELLER, SELLER'S insurer(s) and anyone claiming by, through, under or in behalf of SELLER shall have no claim, right of action or right of subrogation against BUYER or other persons indemnified hereunder based on any loss or liability insured against under the foregoing insurance.

SELLER shall, prior to the start of work, furnish to BUYER certificates as proof of the foregoing insurance.

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SELLER shall also require its subcontractors, if any, to maintain similar insurance and agrees to furnish to BUYER, certificates as proof of such insurance. Certificates furnished by SELLER or its subcontractors shall contain a clause stating that "BUYER is to be notified in writing at least sixty (60) days prior to cancellation of, or any material change in, the policy."

Insurance companies must maintain A.M. Best rating of at least B+VI.

NON-WAIVER

Either party's failure at any time to enforce any of the provisions of this AGREEMENT or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this AGREEMENT. The exercise by BUYER of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies or options.

NOTICES

Any notice or demand which under the terms of this AGREEMENT or under any statute must or may be given or made by SELLER or BUYER shall be in writing and shall be given or made by telegram or similar communication or by certified or registered mail addressed to the respective parties as follows:

To BUYER:

BELL ATLANTIC NETWORK SERVICES, INC.
1320 N. Court House Road, 4th Floor
Arlington, VA 22201
Attn: Director - Purchasing

To SELLER:

AT&T CORPORATION
725 13th Street, N.W., 9th Floor
Washington, DC 20005
Attn.: Account Manager

Such notice or demand shall be deemed to have been given or made when sent by telegram or other communication or when deposited, postage prepaid, in the U.S. mail.

The above addresses may be changed at any time by giving thirty (30) days prior written notice as provided above.

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OPTION TO EXTEND

BUYER shall have the right to extend the period specified in the section entitled TERM OF AGREEMENT for a period of two (2) years, without any increase in price, by giving SELLER at least thirty (30) days written notice before the end of the term.

PHASE-OUT

If BUYER selects another supplier to perform SERVICES similar to those covered by this AGREEMENT for a term subsequent to the termination or expiration date of this AGREEMENT, and if BUYER chooses to initiate a PHASE-OUT/PHASE-IN program, BUYER shall give SELLER reasonable written notice prior to the expiration date of this AGREEMENT. Upon such notification, SELLER shall commence a PHASE-OUT/PHASE-IN program in accordance with BUYER'S written instructions. SELLER shall cooperate with BUYER and with the incoming supplier to facilitate the PHASE-OUT/PHASE-IN program.

PREMISE VISITS AND STANDARDS

Each party shall permit reasonable access to the other's facilities in connection with the SERVICES provided hereunder. No charge shall be made for such access. It is agreed that prior notification will be given when access is required. SELLER agrees to remove any of its employees at BUYER'S request.

SELLER, its employees, agents and subcontractors and those of BUYER, shall, while on the premises of the other, comply with all generally applicable plant standards and regulations, (such as those relating to security, safety and orderly conduct) and, where required by Government Regulations, submit satisfactory clearance from the U.S. Department of Defense and other federal authorities concerned.

Neither party shall require waivers or releases of any personal rights from representatives or customers of the other in connection with visits to its premises and both parties agree that no such releases or waiver shall be pleaded by them or third persons in any action or proceeding.

PUBLICITY

SELLER agrees to submit to BUYER all advertising, sales promotion, press releases, informational materials and other publicity matters it proposes to publish or use relating to the SERVICES performed by SELLER under this Agreement. SELLER further agrees not to publish or use any such advertising, sales promotion, press releases, informational materials or publicity matters without BUYER'S prior written approval.

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QUALITY COMMITMENT

Quality is a process of assuring conformance to each and every term, condition and specification of this AGREEMENT. SELLER agrees that its commitment to Quality and the processes it has in place to fulfill this commitment with respect to each SERVICE and material provided by SELLER are primary and material requirements of this AGREEMENT. In addition to any other rights or remedy available to BUYER under this AGREEMENT, BUYER reserves the right to assure, throughout the term of this AGREEMENT, SELLER'S continued commitment to Quality and SELLER agrees to take appropriate steps, as noted by BUYER, to improve SELLER'S commitment to Quality.

RECORDS AND AUDIT

SELLER shall maintain complete and accurate records of all amounts billable to and payments made by BUYER hereunder in accordance with generally accepted accounting practices. SELLER shall retain such records for a period of three (3) years from the date of final payment for SERVICES covered by this AGREEMENT. SELLER agrees to provide reasonable supporting documentation concerning any disputed amount of Invoice to BUYER within thirty (30) days after BUYER provides written notification of the dispute to SELLER.

BUYER and its authorized agents and representatives shall have access to such records for purposes of audit during normal business hours during the term of this AGREEMENT and during the respective periods in which SELLER is required to maintain such records. The correctness of SELLER'S billing shall be determined from the results of such audits.

REGULATORY

If requested by BUYER, SELLER will, to the best of its ability, provide information and assistance required in the planning, conduct and research associated with regulatory matters in connection with the SERVICES provided herein.

SECTION HEADINGS

The headings of the sections are inserted for convenience only and are not intended to affect the meaning or interpretation of this AGREEMENT.

SELLER'S INFORMATION

No specifications, drawings, sketches, models, samples, tools, computer programs, customer information, technical information or data, written, oral or otherwise, furnished by SELLER to BUYER hereunder or in contemplation hereof shall be considered by SELLER to be confidential or proprietary.

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SEVERABILITY

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall then be construed as if such unenforceable provision or provisions never had been contained herein.

SUBCONTRACTING

SELLER shall not, without BUYER'S prior written approval, subcontract any portion of the service to be performed hereunder.

SUPERVISION AND SAFETY

SELLER is responsible for the supervision and safety of any and all SERVICES provided or performed or caused to be provided or performed under this AGREEMENT by SELLER or its subcontractors, employees, agents wherever said work or SERVICES may take place. Unless otherwise agreed upon by BUYER on a case-by-case basis, SELLER is also responsible for any and all training required by its Subcontractors, employees, or agents to provide or perform SERVICES under this AGREEMENT.

SURVIVAL

All obligations hereunder on SELLER'S part incurred prior to the cancellation, termination, or expiration of this AGREEMENT or of any Order placed hereunder by BUYER shall survive such cancellation, termination, or expiration.

TAXES

BUYER shall be liable for and shall reimburse SELLER only for the following tax payments with respect to the transactions under this AGREEMENT: Federal Manufacturers' and Retailers' Excise taxes, State and Local Sales taxes and Use taxes, as applicable. Taxes payable by BUYER shall be billed as separate items on SELLER'S invoices.

TERMINATION

BUYER may for its convenience and for or without cause, at any time, terminate all or part of this AGREEMENT for SERVICES by giving forty (40) days written notice to SELLER. In such cases, BUYER'S liability to SELLER with respect to such termination shall be limited to the reasonable cost incurred by SELLER prior to the effective date of termination for SERVICES used in the performance of this AGREEMENT and not usable in SELLER'S operations or otherwise resalable, less any salvage value thereof; provided, however, that in no event shall such amount exceed the AGREEMENT price for such SERVICES. If

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requested, SELLER shall substantiate such cost with proof satisfactory to BUYER. The provisions of this section shall not apply to cancellation for Default.

WARRANTY

SELLER hereby agrees that all SERVICES shall be performed by qualified employees or agents of SELLER in accordance with all applicable professional standards and shall conform to the requirements (including specifications) of this Agreement and Attachments hereto. BUYER shall have the option to require SELLER to correct any deficiencies in its work product or services within a mutually agreeable time period. SERVICES not conforming to these warranties will, at BUYER'S option, promptly be repaired, re-performed, adjusted, or replaced by SELLER at no cost to BUYER or its customers. All warranties shall survive inspection, acceptance, and payment.

ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter hereof. This AGREEMENT may not be modified except by a writing signed by both parties.

EXECUTION

Authorized representatives of the BUYER and SELLER hereby execute this Agreement including any attachments and/or appendices attached hereto and made a part hereof.

AT&T CORPORATION

BELL ATLANTIC - WASHINGTON D.C., INC.

By: *Susan P. Hobart*

By: *W.J. Doherty, Jr.*

Print Name: Susan P. Hobart

Print Name: W.J. Doherty, Jr.

Title: General Manager
Accessible Communications Services

Title: Vice President -Purchasing

[That version of Request for Proposal to Provide Telecommunications Relay Service (TRS) in the District of Columbia, issued by BUYER on February 18, 1992, shall be Appendixed to the AGREEMENT as Attachment A.]

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[That version of SELLER'S response to Request for Proposal to Provide Telecommunications Relay Service (TRS) in the District of Columbia, dated March 2, 1992 and subsequent attachment dated March 6, 1996 issued by SELLER, shall be Appendixed to the AGREEMENT as Attachment B.]

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PRICE SCHEDULE

PRICE PER CALL MINUTE

Number of Calls Per Month

<u>TIME FRAME</u>	0 - 24,999	25,000 49,000	- 50,000 74,999	- 75,000 99,999	- 100,000 149,999	- 150,000 +
5/6/92 - 5/5/93	\$1.06	\$0.70	\$0.60	\$0.56	\$0.52	\$0.50
5/6/93 - 5/5/94	\$1.21	\$0.81	\$0.69	\$0.65	\$0.61	\$0.59
5/6/94 - 5/5/95	\$1.41	\$1.96	\$0.83	\$0.77	\$0.73	\$0.70
5/6/95 - 5/5/96	\$1.64	\$1.09	\$0.99	\$0.92	\$0.86	\$0.83
5/6/96 - 5/5/97	\$1.86	\$1.23	\$1.09	\$1.05	\$0.98	\$0.94

PROPRIETARY INFORMATION

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PRICE SCHEDULE

**PRICE PER CALL MINUTE
(Effective 5-6-97)**

<u>TIME FRAME</u>	<u>Number of Calls Per Month</u>	
	25,000 - 49,000	50,000 +
5/6/97 - 5/5/98	1.43	1.27
5/6/98 - 5/5/99	1.60	1.42

PROPRIETARY INFORMATION

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GOVERNMENT REQUIREMENTS

To the extent that this Agreement is subject to them, Seller shall comply with the applicable provisions of the following:

Exec. Order No. 11246, Exec. Order No. 11625, Exec. Order No. 12138, Exec. Order No. 11701, Exec. Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516 and PL102-569, Vietnam Era Veteran's Readjustment Assistance Act of 1974, Veteran's Compensation, Education and Employment Amendments of 1982, and the rules, regulations and relevant orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above. The following table describes the clauses which are included in the Agreement.

Annual Contract Value	Clauses
Under \$10,000	5*
\$10,000 - \$50,000	1, 2, 5*, 6, 7, 8, 9
\$50,000 - \$500,000	1, 2, 3**, 4**, 5, 6, 7, 8, 9
Over \$500,000	1, 2, 3**, 4**, 5, 6, 7, 8***, 9

1. Equal Employment Opportunity Provisions

In accordance with Executive Order 11246, dated September 24, 1965 and Subpart 22.8 of Subchapter D of Chapter 1 of Title 48 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and clauses required by those provisions to be made a part of government contracts and subcontracts.

2. Certification of Non-Segregated Facilities

The Seller certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their SERVICES at any location under its control, where segregated facilities are maintained; and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program

The Seller affirms that it has developed and is maintaining an Affirmative Action Plan as required by Subpart 22.8 of Subchapter D of Chapter 1 of Title 48 of the Code of Federal Regulations.

4. Certification of Filing of Employer's Information Reports

The Seller agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

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5. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

- (a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency.
- (b) The Seller hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Seller further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Seller's compliance with this clause.
- (c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern - (1) Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) Whose management and daily business operations are controlled by one or more of such individuals. The Seller shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8 (a) of the Small Business Act.
- (d) Sellers acting in good faith may rely on written representations by their subcontractors regarding their status as either a Small Business Concern or a Small Business Concern owned and controlled by socially and economically disadvantaged individuals.

6. Utilization of Women-Owned Small Businesses

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- (a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.
"Control," as used in this clause, means exercising the power to make policy decisions.
"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.
- (b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.
- (c) The Seller agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

7. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
In accordance with Exec. Order 11701, dated January 24, 1973, and Subpart 22.13 of Subchapter D of Chapter 1 of Title 48 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. Affirmative Action for Handicapped Workers

In accordance with Exec. Order 11758, dated January 15, 1974, and Subpart 22.14 of Subchapter D of Chapter 1 of Title 48 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

9. Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

- (a) The Seller agrees to report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the work force of the Seller by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than March 31 of each year.

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(d) The employment activity report required by paragraph (a) (2) of this section shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a) (1) of this section. The Seller may select an ending date: (1) As of the end of any pay period January through March 1st of the year the report is due, or (2) as of December 31, if the Seller has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraphs (a) above shall be based on voluntary disclosure. Each Seller subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Seller.

The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012. Nothing in this paragraph (e) shall preclude an employee from informing the Seller at a future time of his or her desire to benefit from this program. Nothing in this paragraph (e) shall relieve the Seller from liability for discrimination under 38 U.S.C. 2012.

* Applies only if this Agreement has further subcontracting opportunities.

** Applies only to businesses with 50 or more employees.

*** Seller must also adopt and comply with a small business and small disadvantaged business subcontracting plan pursuant to Title 48 of the Code of Federal Regulations.

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Bell Atlantic - Washington, D.C., Inc.
1710 H Street, N.W.
10th Floor
Washington, DC 20006
202 392-5455 Fax 202 659-4948
E-Mail: j_henry.ambrose@BellAtlantic.com

J. Henry Ambrose
Director
Regulatory Matters



April 16, 1999

Mr. Jesse P. Clay, Jr.
Secretary
The Public Service Commission
of the District of Columbia
717 14th Street, N.W.
Suite 200
Washington, D.C. 20005

Re: Formal Case No. 850 (Telecommunications Relay Service)

Dear Mr. Clay:

Please find enclosed a copy of Amendment No. 1 to the executed Telecommunications Relay Service (TRS) agreement between Bell Atlantic - Washington, D.C., Inc. (BA-DC) and AT&T. Under this agreement, the extension can remain in effect for two years. BA-DC is continuing to work on a solution that will allow the issuance of a bid from the Request for Proposal that was issued last December.

The attached is considered proprietary by BA-DC and should be treated accordingly.

If you should have any questions about this filing, please call me.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "J. Henry Ambrose", written in black ink.

Enclosure

Agreement No. BA09434
Amendment No. 1

AT&T Corporation
295 N. Maple Ave.
Basking Ridge, NJ 07920
Attn.: D. Sue Decker - General Manager

Bell Atlantic
240 East 38th Street, 14th Floor
New York, New York 10016
Attn.: Halina Malinowski C.P.M.

BELL ATLANTIC Agreement No. BA09434 with AT&T Corporation dated May 6, 1992, is hereby amended as follows:

1) TERM OF THE AGREEMENT

Section TERM OF THE AGREEMENT is hereby deleted and replaced in its entirety with the following:

This Agreement shall become effective as of May 6, 1992, and shall continue in effect thereafter until May 5, 2001.

2) PAYMENT

Section PAYMENT is hereby deleted and replaced in its entirety with the following:

BELL ATLANTIC shall pay AT&T for SERVICES provided by AT&T hereunder one dollar and sixty one cents (\$1.61) per call minute. The payment amount shall remain firm for the term of the Agreement.

3) OPTION TO EXTEND

Section OPTION TO EXTEND is hereby deleted in its entirety.

4) TERMINATION

The forty (40) days term for the written termination notice to be given by Bell Atlantic to AT&T is hereby changed to sixty (60) days.

All other Terms and Conditions of the Agreement are reaffirmed and remain in effect. In the event of any conflict between a specific term or condition in the Agreement and a specific term or condition in this Amendment, the specific term or condition in this Amendment shall supersede and control.

AT&T CORPORATION

By: D. Sue Decker

Print Name: D. Sue Decker

Title: General Manager

Date: 4/7/99

BELL ATLANTIC

By: H. Malinowski

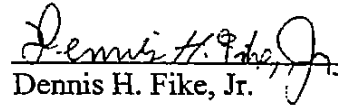
Print Name: H. MALINOWSKI

Title: Sourcing Process Leader

Date: 4/1/99

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of April 1999, copies of the enclosed Agreement between Bell Atlantic – Washington, D.C., Inc. and AT&T were hand-delivered or mailed first-class, postage prepaid to all parties as indicated below.


Dennis H. Fike, Jr.

Marc Williams, Esq.
The Public Service Commission
of the District of Columbia
717 14th Street, N.W.
Suite 200
Washington, D.C. 20005

Elizabeth A. Noël, Esq.
People's Counsel
Office of the People's Counsel
1133 15th Street, N.W.
Suite 500
Washington, DC 20005

☒ By Hand ☐ By Mail

☒ By Hand ☐ By Mail

Sandra Mattavous-Frye, Esq.
Associate People's Counsel
Office of People's Counsel
1133 15th Street, N.W.
Suite 500
Washington, DC 20005
☒ By Hand ☐ By Mail

Bell Atlantic - Washington, D.C., Inc.
1710 H Street, N.W.
10th Floor
Washington, D.C. 20006
202 392-5455
FAX 202 659-4948
Internet j_henry.ambrose@bell-atl.com

J. Henry Ambrose
Director
Regulatory Matters

September 18, 1997

Mr. Jesse P. Clay, Jr.
The Public Service Commission
of the District of Columbia
717 Fourteen Street, N.W.
Suite 200
Washington, D.C. 20005

Re: Formal Case No. 850 (Telecommunications Relay Service)

Dear Mr. Clay:

Bell Atlantic - Washington, D.C., Inc. has signed formal agreements with AT&T, the selected vendor of Telecommunications Relay Service (TRS) in the District of Columbia, to offer DC branded "Spanish Relay Service" and a new TRS feature called "Turbo Code". Please find enclosed an expurgated copy of the two letters of agreement.

If there are any questions about this information, please call me.

Respectfully submitted,



Enclosures

cc: Elizabeth A. Noël, Esquire, People's Counsel

Bell Atlantic - Washington, D.C., Inc.
1710 H Street, N.W.
10th Floor
Washington, D.C. 20006
202 392-5455
FAX 202 659-4948
Internet j_henry.ambrose@bell-atl.com

J. Henry Ambrose
Director
Regulatory Matters

September 11, 1997

Theresa A. King
Account Manager
AT&T - DC Relay Service
725 13th Street, NW
Washington, DC 20005

Dear Theresa:

Thank you for your proposal to provide Turbo Code as part of the features offered by DC Relay.

Bell Atlantic-Washington, D.C., Inc. ("BA-DC") has reviewed the proposal and accepts AT&T's offer to provide Turbo Code as part of DC Relay Service.

This letter is to serve as the formal agreement for implementation of Turbo Code. BA-DC understands and agrees to pay an additional \$ charge per total minute (not just Turbo Code minute) for this feature.

It is our understanding that AT&T is ready to implement Turbo Code. Please contact Byron Grayson with the actual start date and notify all member of the TRS Advisory Board of that date.

If you have any questions, please give Byron a call on (202) 392-6077.

Sincerely,



Bell Atlantic - Washington, D.C., Inc.
1710 H Street, N.W.
10th Floor
Washington, D.C. 20006
202 392-5455
FAX 202 659-4948
Internet j_henry.ambrose@bell-atl.com

J. Henry Ambrose
Director
Regulatory Matters

September 11, 1997

Theresa A. King
Account Manager
AT&T - DC Relay Service
725 13th Street, NW
Washington, DC 20005

Dear Theresa:

Thank you for your proposal for the implementation of a DC Relay branded "Spanish Relay Service".

Bell Atlantic-Washington, D.C., Inc. ("BA-DC") has reviewed the proposal and we find the proposal to be an excellent addition to the DC Relay Service.


This letter is to serve as the formal agreement for implementation of DC Relay branded "Spanish Relay Service". BA-DC understands and agrees that the following terms apply.

- The initial start up cost is \$, which includes installation of 800 numbers in three centers and promotional materials such as brochures.
- \$ annual recurring cost for the 800 numbers.
- \$ price per minute for Technical Support, CA Training, Report changes and Methods and Procedures. This is in addition to the per minute charge for Relay Service.

In addition, BA-DC understands that AT&T will send invoices directly to BA-DC in care of Byron Grayson at 1710 H Street, NW, 10th Floor, Washington, DC 20006.

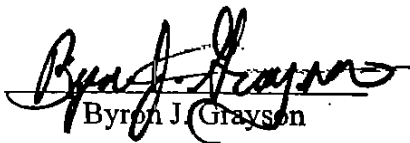
We are looking forward to the start of the Spanish Relay Service in the District of Columbia. Please contact Byron Grayson on (202) 392-6077 within 10 days of receipt of this letter to discuss the start date and outreach plans.

Sincerely,



CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of September, 1997, copies of the enclosed Agreement between Bell Atlantic - Washington, D.C., Inc. and AT&T were hand-delivered or mailed first-class, postage prepaid to all parties as indicated below.


Byron J. Grayson

Pamela Mills, Esq.
Acting General Counsel
Public Service Commission
717 14th Street, N.W.
Suite 200
Washington, D.C. 20005

☒ By Hand ☐ By Mail

Sandra Mattavous-Frye, Esq.
Associate People's Counsel
Office of the People's Counsel
1133 15th Street, N.W.
Suite 500
Washington, D.C. 20005

☒ By Hand ☐ By Mail

Cathy Thurston, Esq. (Non-Proprietary Version)
Sprint Communications Co.
1850 M Street, N.W.
Suite 1110
Washington, DC 20036

☒ By Hand ☐ By Mail

80000 SERIES
30% P.C.W.



VERIZON-AT&T AMENDMENT 2

Exhibit 4

J. Henry Ambrose
Vice President
Regulatory Matters

PUBLIC SERVICE COMMISSION
RECEIVED

01 APR 11 PM 2:46

CHIEF CLERK

The Verizon logo, consisting of a checkmark symbol above the word "verizon" in a bold, sans-serif font.

Verizon Washington, DC Inc.
1710 H Street, N.W., Floor 10th
Washington, DC 20006

Phone 202.392.5455
Pager 877.540.0581
Fax 202.659.4948
Mobile 202.236.1186
j.henry.ambrose@verizon.com

April 11, 2001

Mr. Jesse P. Clay, Jr.
Secretary
The Public Service Commission
of the District of Columbia
1333 H Street, N.W.
Second Floor, West Tower
Washington, DC 20005

CONFIDENTIAL

Re: Formal Case No. 850 (Telecommunications Relay Service)

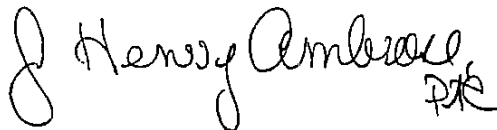
Dear Mr. Clay:

Please find enclosed a copy of Amendment No. 2 to the executed Telecommunications Relay Service ("TRS") agreement between Verizon Washington, DC Inc. ("Verizon DC") and AT&T. Under this agreement, the extension can remain in effect for three years.

The attached is considered proprietary by Verizon DC and should be treated accordingly.

If you should have any questions about this filing, please call me.

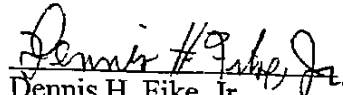
Respectfully Submitted,

A handwritten signature in cursive script that reads "J. Henry Ambrose". To the right of the signature are the initials "JH".

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of April 2001, copies of the enclosed Agreement between Verizon Washington, DC Inc and AT&T were hand-delivered or mailed first-class; postage prepaid to all parties as indicated below.


Dennis H. Fike, Jr.

Timothy R. Robinson, Esquire
General Counsel
The Public Service Commission
of the District of Columbia
1333 H Street, NW
2nd Floor, West Tower
Washington, DC 20005

☒ By Hand ☐ By Mail

Elizabeth Noël, Esquire
People's Counsel
Office of the People's Counsel
of the District of Columbia
1133 15th Street, NW
Suite 500
Washington, DC 20005

☒ By Hand ☐ By Mail

Sandra Mattavous-Frye, Esquire
Associate People's Counsel
Office of the People's Counsel
of the District of Columbia
1133 15th Street, NW
Suite 500
Washington, DC 20005

☒ By Hand ☐ By Mail



**Agreement No. BA09434
Amendment No. 2**

AT&T Corporation
295 N. Maple Ave.
Basking Ridge, NJ 07920
Attn.: D. Sue Decker - General Manager

Verizon Services Group
240 East 38th Street, 14th Floor
New York, New York 10016
Attn.: Halina Malinowski C.P.M.

BELL ATLANTIC Agreement No. BA09434 with AT&T Corporation dated on or about June 4, 1997 and effective May 6, 1992, as prior hereto modified by Amendment No.1 dated April 7, 1999, is hereby further amended as follows:

- 1) All reference to BELL ATLANTIC has been changed to VERIZON.
- 2) **TERM OF AGREEMENT**
Section TERM OF AGREEMENT is hereby deleted and replaced in its entirety with the following:

This Agreement shall become effective May 6, 1992, and shall continue in effect thereafter until May 5, 2004, unless terminated by Verizon pursuant to "Termination" as outlined in Amendment 1 to this Agreement No. BA09434

- 3) **PAYMENT**
Section PAYMENT is hereby deleted and replaced in its entirety with the following:

Effective May 6, 2001, VERIZON shall pay AT&T for SERVICES provided by AT&T in accordance with the schedule below.

May 6, 2001 - May 5, 2002	\$1.85 per Call Minute
May 6, 2002 - May 5, 2003	\$1.94 per Call Minute
May 6, 2003 - May 5, 2004	\$2.03 per Call Minute

- 4) **DESCRIPTION OF SERVICES**

Attachments A1, A2 and A3, "AT&T Relay Service Capabilities as of September 7, 2000", "Highlights of FCC Requirements for TRS", and "AT&T's e-Account Management, Outreach, and Marketing Plan" respectively, shall be added to the SERVICES provided by AT&T.

All other Terms and Conditions of the Agreement are reaffirmed and remain in effect. In the event of any conflict between a specific term or condition in the Agreement and a specific term or condition in this Amendment, the specific term or condition in this Amendment shall supersede and control.

AT&T CORPORATION

By: *D. Sue Decker*
Print Name: D. Sue Decker
Title: General Manager
Date: 3/29/01

VERIZON SERVICES GROUP

By: *Jessica R. Bennett*
Print Name: Jessica R. Bennett
Title: Accounting Process Leader
Date: 4/4/01

AT&T Relay Service Capabilities as of September 7, 2000

-- Call Types and Product Platform Features --

Relay Call Types:

- **HCO (Hearing Carry Over)** -- HCO enables hearing-capable TTY users to directly hear the voice person's message and the CA voices the TTY user's typed response to the voice caller.
- **HCO-to-TTY (HTT)** -- HTT allows a relay call between a hearing carry-over user and traditional TTY user.
- **HCO w/privacy** -- This feature provides relay users with an additional level of privacy by sending the voiced message of the non-TTY user directly to the HCO caller without the CA listening.
- **Hearing-To-Hearing (HTH)** -- HTH expands the HCO capability by allowing two speech-disabled TTY users to listen to the supporting CA read the typed conversations.
- **OO-InfoSM Directory** -- AT&T TRS is able to provide the OO-Info service, that is available to voice customers, to all TRS users.
- **Operator Services for the Deaf (OSD)** -- The AT&T TRS 2000 platform integrates relay service functionality with AT&T's well-known OSD -- 1-800-855-1155. OSD provides call completion and billing assistance such as collect, third number, calling card and credit card for TTY to TTY calls. Additionally, OSD provides directory assistance and credit for service difficulties encountered on TTY to TTY calls dialed via the AT&T network.
- **Pay-Per-Call Services (e.g. 900 Services)** -- AT&T can provide access to pay-per-call services through the facilities provisioned on our Carrier of Choice platform. This platform has the capability of passing a customer's number (ANI) to the network for direct billing to the customer. In addition, customers can ask their local exchange carrier (LEC) to block and refuse unauthorized calls. AT&T TRS recently developed a proprietary device for CAs that will help in expediting these calls (see Play Back DeviceSM). To make pay-per-call through relay, customers will be able to dial the following numbers -- 1-900-344-3323 (TTY/English) and 1-900-344-4889 (TTY Spanish). (Note: Pay-per-call via relay will be available on December 18, 2000.)
- **Single Line Answering Machine (SLAM)** -- It involves retrieving messages when the relay caller is at the same residence and has one access phone line.
- **Spanish Relay** -- Bilingual CAs perform all relay functions for Spanish users and relaying calls in Spanish. The toll-free numbers for Spanish Relay numbers are 1-800-855-2884 (TTY), 1-800-855-2885 (Voice) and 1-800-855-2886 (ASCII).
- **Speech-to-Speech Relay** -- STS enables a speech-disabled person to use the relay service with his/her own voice or voice synthesizer, rather than using a TTY. With STS, specially trained AT&T CAs function as human translators for speech-disabled persons who have trouble being understood on the telephone. If needed, the CA repeats the words of the speech-disabled caller. The toll-free numbers for STS Relay

will be 1-800-229-5746 (English) and 1-866-260-9470 (Spanish). (Note: STS will be available on December 18, 2000.)

- **Text Pacing** – Text Pacing is a software enhancement which can decrease the speed of the text message being transmitted to the TTY user. This feature is especially helpful for telebraille users.
- **VCO (Voice Carry Over)** – VCO enables TTY users who can speak to voice their message directly to the non-TTY user. The CA then types the non-TTY user's response back to the TTY user.
- **Two-Line VCO** – A speech capable TTY user with conference calling capability on his/her phone line can utilize one line for voicing directly to the non-TTY user and the other line for receiving Baudot or ASCII transmission from the CA. This feature allows for a more natural, interactive relay call.
- **VCO w/privacy** – This feature provides relay users with an additional level of privacy by sending the voiced message of the VCO caller directly to the non-TTY user without the CA listening.
- **VCO-to-HCO (VTH)** – Voice Carryover to Hearing Carryover allows the originating TTY user (speech capable) to talk directly to the terminating TTY user (hearing capable).
- **VCO-to-TTY (VTT)** – VTT allows a relay call between a voice carry-over user and traditional TTY user.
- **Voice-to-Voice (VTVSM)** – This feature (also known as VCO to VCO) expands the VCO capability by allowing two hearing disabled TTY users to voice their parts of a call while the CA types for both parties.
- **Coin Sent-Paid Calls** – AT&T provides free local relay calls from coin phones in accordance to the FCC rules found in CC Docket No. 90-571. AT&T also supports the use of prepaid cards, calling cards and credit cards for toll, and long distance coin-originated relay calls.

Relay Product Platform Features:

- **Automatic Number Identification (ANI)** – With automatic number identification (ANI), the calling party's number is automatically delivered and provided to the relay center and automatically captured on the call detail record eliminating the need for the caller to provide it.
- **Automatic Error Correction** – As part of the Relay ChoiceSM Platform, AT&T TRS automatically corrects common CA typographical errors and will spell out non-TTY abbreviations that may be used by the CA in voice to text translation.
- **Back End AutomationSM (BEA)** – Back-end AutomationSM allows the TTY user to take call control back from the CA after completing a call. The TRS 2000SM Platform will allow the user to terminate the call in standard fashion, or establish a sequence call with a new called party number.
- **Background Noise Identification** – CAs communicate to the TTY users not just spoken words from the voice user, but will also describe any appropriate sounds that they hear from the voice party, providing additional information to the TTY users.

- **Caller ID (Generic)** – The number -- 800-855-0000 -- is synonymous with "AT&T Relay" for any user who owns a caller-ID device, subscribes to caller-ID through their LEC, and receiving a call through AT&T Relay.
- **Carrier-Of-Choice (COC)** – AT&T has provided the Carrier-Of-Choice TRS option since 1993. COC enables users to choose their favorite participating long-distance carriers in any jurisdiction provided that carrier meet the minimum industry standard for TRS Carrier of Choice and choose to participate in AT&T's Carrier-Of-Choice program. Relay users may identify their chosen participating long-distance and regional-toll carrier in their AT&T Relay ChoiceSM Profile. Our TRS 2000SM Platform will automatically populate the billing record with the proper carrier, and dial the forward number through the special Carrier of Choice (COC) network. The carriers that are currently participating in Carrier of Choice with AT&T Relay are: AT&T, Allnet/Frontier/Global Crossings, LDDS, MCI, Metromedia, Sprint and Wiltel.
- **Dynamic Call Routing** – Having a provider that offers dynamic call routing is imperative for smooth operations in situations where District of Columbia Relay calls must be handled in different call centers. Situations that may mandate calls to be sent to other call centers include extreme heavy traffic periods, technical problems (e.g. power outage), or natural emergencies (e.g. hurricane). Our dynamic call routing will get District of Columbia customers to the next available CA as quickly as possible, regardless of the CA's geographic location.
- **Enhanced Voice Up Front Automation (EVUFASM)** – Enhanced Voice Upfront Automation is associated with the preparation of TRS 2000SM Platform for national 711 implementation. EVUFASM provides an automated process for identifying the voice, ASCII, and Baudot users.
- **Play Back DeviceSM** – The Play Back DeviceSM (PBD) tool for CAs supports and facilitates the call management in situations where the TRS call terminates at a pre-recorded message or a multiple-choice interactive menu. The PBD directly supports pay-per-call services.
- **Relay ChoiceSM Profile (RCP)** – The Relay ChoiceSM Profile allows customers to personalize how their relay calls will be handled by preselecting features and options to be used on all their relay calls.
- **Touch Tone Carryover (TCO)** – TCO enables TTY user with touch tone capability to directly enter account numbers and other personal identification numbers (PINs) in response to interactive menus without divulging the information to the CA.
- **Up Front Automation (UFASM)** – Up-front Automation allows a TTY customer to self-initiate a call to the far party. With this feature, the TRS 2000SM Platform interacts directly with the caller by preparing the dialing sequence and the billing information from what the caller types to the system.
- **Voice Up Front Automation (VUFASM)** – Like UFA for text users, VUFA gives the voice caller the option to self-initiate a call to the far party. This gives the voice caller more call control and a quicker and more accurate call set up.

- **711-Readiness** – The TRS 2000SM Platform is 711-Ready and has been implemented in the District of Columbia since May 31, 2000. 711 access is a national strategy sponsored by the FCC that will allow all TRS users to access relay services in their State with a single, 3-digit access number (711). AT&T Relay platform is not currently providing access to 900 numbers, Spanish Relay and STS Relay services through 711. The numbers provisioned to provide access to these relay services are:
 - 1 800 855 2884 (Spanish TTY - National)
 - 1 800 855 2885 (Spanish Voice - National)
 - 1 800 855 2886 (Spanish ASCII - National)
 - 1-800-229-5746 (STS-English)
 - 1-866-260-9470 (STS – Spanish)
 - 1-900-344-3323 (900 services – TTY/English)
 - 1-900-344-4889 (900 services – TTY/Spanish)

Highlights of FCC Requirements for TRS

FCC 00-56, CC Docket No. 98-67

Requirements	FCC Compliance Date	AT&T Effective Date
Answering 85% of all calls within ten seconds (85/10) on a daily basis instead of the current metric, which is based on a monthly average.	12/18/2000	12/18/2000
Provisioning of Speech-to-Speech Relay (STS) — The toll-free numbers for STS Relay will be 1-800-229-5746 (English) and 1-866-260-9470 (Spanish).	12/18/2000	12/18/2000
Provision of Interstate Spanish Relay — AT&T already provides this service to the District of Columbia. The toll-free numbers for Interstate Spanish Relay numbers are 1-800-855-2884 (TTY), 1-800-855-2885 (Voice) and 1-800-855-2886 (ASCII).	3/1/2001	Already in effect
Capability of handling pay-per-call calls (i.e., 900 services) — The numbers to make pay-per-call through the relay will be 1-900-344-3323 (TTY/English) and 1-900-344-4889 (TTY/Spanish)	12/18/2000	12/18/2000
CAs must provide a typing speed of a minimum 60 words per minute.	12/18/2000	Already in effect
Handling of incoming emergency calls by automatically and immediately transfers the caller to nearest Public Safety Answering Point — AT&T already has methods and procedures in place where we provide direct access to National Emergency Agency Database from every CA position.	12/18/2000	Already in effect
CAs answering and placing a TTY-based call must stay with the call for a minimum of ten minutes and STS CAs must stay with the call for a minimum of 15 minutes — Methods and procedures are being developed.	12/18/2000	12/18/2000
VCO (Voice Carryover) and HCO (Hearing Carryover) are required to be part of the standard features of Telecommunications Relay Services — AT&T currently exceeds this requirement with additional enhancements beyond VCO and HCO.	12/18/2000	Already in effect
The ability to electronically capture recorded messages and retain them for the length of the call — AT&T already provides this service by utilizing the Play Back Device sm .	12/18/2000	Already in effect
Maintaining a log of consumer complaints — AT&T maintains daily tracking of complaints through a sophisticated CICS (Comments Inquiry Complaints System) database.	12/18/2000	Already in effect

Note: To review the complete Federal Register for CC Docket No. 98-67, go to http://www.access.gpo.gov/su_docs/fedreg/a000621c.html

Attachment A3

AT&T's e-Account Management, Outreach and Marketing Plan

The Account Manager position is the single point of contact for compliance with all contract terms and conditions. This position will have overall responsibility for AT&T's relationship with Verizon Washington, D.C. ("Verizon DC").

The e-Account Manager's responsibilities are as follows:

- Manage the day to day relationship between Verizon DC and AT&T for the provision of Telecommunications Relay Service (TRS)
- Ensure AT&T compliance with all aspects of the contract
- Respond to questions and resolve service issues expeditiously
- Oversee the e-outreach and e-marketing activities
- Advise and implement new AT&T TRS features and services
- Maintain an active e-relationship with Verizon DC, DC Relay Advisory Board, and members of the DC Relay Service (DCRS) user community
- Keep up to date on TRS industry issues: proactively provide industry information to Verizon of DC staff and its Advisory Board.

With AT&T's e-program, the DCRS user community can take advantage of AT&T's e-outreach and e-marketing program. AT&T has a heavily visited web site, <http://www.att.com/relay> and it is fast becoming the Internet's preferred address for relay users worldwide. Accessing AT&T's site, will enable the user to read and/or download information pertinent to their individual needs.

What's on-line for all District of Columbia Relay users? An eclectic, user friendly combination of insights and answers that are both informative and helpful to District of Columbia's Deaf, Hard-of-Hearing, Speech Impaired and hearing communities alike. In addition to being *Bobby Approved* (passed the analysis of accessibility based on the World Wide Web consortiums Web Content Accessibility Guidelines for deaf-blind relay users), some of the standout features include:

- Access to interactive features and communication
- Access to District of Columbia Relay information, easily printed for complete or partial use for individuals or in state/local organizational/agency newsletters
- E-Customer Care for consumers, including e-Feedback and e-Relay ChoiceSM Profile forms
- Interactive product and service demos designed to educate relay users of all ages on "how to make a relay call" by watching an animated feature on their PC
- Helpful on-line hints that offer a "step-by-step" guide for each type of relay call
- Links to sites for resources related to TTY equipment, state associations, and information
- A "What's New With Relay" section for up-to-date information.

Coming soon to consumers of the relay site are:

- Links to available state's Commission sites
- E-Customer Satisfaction Survey
- Updated information about new features (e.g. Speech-to-Speech and 900 services)



295 North Maple Avenue
Room 7128K2
Basking Ridge, New Jersey 07920

June 7, 2002

Susan Miller
Regulatory Manager
Verizon Washington, DC Inc.
1710 H Street, N.W., 10th Floor
Washington, DC 20006

Re: FCC Public Notice DA 02-1006

Dear Susan:

On May 1, 2002, the Federal Communications Commission (FCC) published a notice that it would accept applications for the renewal of state telecommunications relay services (TRS) program certification between July 26, 2002 and October 1, 2002. Current state certifications expire July 26, 2003.

AT&T is providing the attached documentation to assist you in preparing your applications for renewal of the state TRS program certification. Enclosed please find the following:

- FCC Public Notice DA 02-1006
- AT&T Checklist of State TRS Mandatory Minimum Standards
- NASRA - State TRS Recertification Guidelines

The checklist of Mandatory Minimum Standards addresses the mandatory minimum operational, technical and functional standards contained in 47 C.F.R. § 64.604. The checklist confirms that AT&T Relay, as your TRS provider, meets or exceeds all FCC standards.

The NASRA State TRS Recertification Guidelines was provided by the National Association for State Relay Administration (NASRA) board members during the NASRA conference on May 4, 2002. This guideline is also intended to assist you in completing the application for renewal of the state TRS program certification.

We hope you find this information helpful. If you have any further questions or require additional information to support your application, please feel free to contact me at (908) 221-2831 (V).

Sincerely,

A handwritten signature in cursive script, appearing to read "Patty Ferran".

Patty Ferran
Account Manager

CC: Angela Lee, AT&T LGA

District of Columbia Telecommunications Relay Service Mandatory Minimum Standards Matrix

Mandatory Minimum Standards Matrix	Requirement	In Compliance		Current State Requirements	Comments
		Meets	Exceeds		
Operational Standards					
§61.604 A.1	Communications Assistant (CA) Competency Skills	X	.		
	Typing Speed	X	.	60 WPM (Minimum Requirement)	
	Grammar	X	.		Part of CA Proficiency Test Upon Hiring And Continuation Assessment Tests. CA Tests Require Pass Rate of 12th Grade Grammar Level.
	Spelling	X	.		Part of CA Proficiency Test Upon Hiring And Continuation Assessment Tests. CA Tests Require Pass Rate of 12th Grade Spelling Level. System Has Spell Correction Capability.
	ASL Translation	X	.		Part of CA Proficiency Test Upon Hiring And Continuation Assessment Tests; if User Requests Translation, CAs will Translate Typed ASL to English
	Clarity Of Speech	X	.		Part of CA Proficiency Test Upon Hiring And Continuation Assessment Tests
	Training	X	.		Cross Cultural, Customer Service, Etiquette, Ergonomics & Technical Training Continuation Training
§61.604 A.2	Confidentiality & Conversation Context	X			Pledge Of Confidentiality Code of Ethics Agreement CAs Relay Verbatim, Unless Specified Otherwise By Relay User
§61.604 A.3	Types Of Calls	X			TTY to Voice, Voice to TTY, Voice-to-Voice (VTV), Text-to-VCO (TTV), VCO-to-Text (VTT), VCO-to-HCO, VCO with Privacy, Hearing-to-Hearing (HTH), HCO-to-VCO, Text-to-HCO, HCO with Privacy, HCO-to-Text, Speech-to-Speech, Spanish-to-Spanish, and Pay-per-call (e.g. 900, 976 calls)
§61.604 A.4	Emergency Calls	X			Access To National Emergency Agency Database From Every CA Position
§61.604 A.5	In-Call Replacement of CAs	X			CAs remain on the call for a minimum of 10 minutes. STS call CA remain on the call for a minimum of fifteen minutes
§61.604 A.6	CA Gender Preferences	X			AT&T has procedures in place for making every effort to accommodate a relay user's request for a specific gender to relay the call. Additionally, if a switch occurs during the relay conversation, every effort is made to provide the same gender.
§61.604 A.7	STS Called Numbers	X			AT&T has STS procedures in place in which STS CA will repeat the name and state the telephone number to the STS user before dialing the call; STS user has the option of utilizing the AT&T Relay Choice Profile to maintain a list of names and telephone numbers.

District of Columbia Telecommunications Relay Service Mandatory Minimum Standards Matrix

Mandatory Minimum Standards Matrix	Requirement	In Compliance		Current State Requirements	Comments
		Meets	Exceeds		
Technical Standards					
\$64.604 B.1	ASCII & Baudot	X		ASCII Speed: 300-2400 Baudot: 45.5 Turbo Code: 100	
\$64.604 B.2	Speed Of Answer	X		65/10 Daily	AT&T Provides Equal Access Through The Industry's Standard GOC (Carrier Of Choice) Process
\$64.604 B.3	Equal Access To Interexchange Carriers	X			NAA (Next Available Assistant) Call Distribution Ensures 24 Hour Access At All Times
\$64.604 B.4	TRS Facilities	X		24 Hrs/Day 365 Days/Year	
	Blockage Rate	X		1/100	
	Service Recovery		X		All Relay Carriers Are Equipped With Back Up Power. NAA Assures Instantaneous Service Recovery.
\$64.604 B.5	Technology		X		See section \$64.604 A.3 (Types of Calls) regarding the different type of VCO/HCO call type.
\$64.604 B.6	Voice Mail and Interactive Menus	X			CA work station is equipped with a proprietary product. This tool is for CA's supports and facilitates the call management in situations where the TRS call terminates at a answer machine, pre-recorded message or a multiple-choice Voice Response System (VRS) menu. No records is kept each message is automatically obliterated.
Functional Standards					
\$64.604 C.1	Consumer Complaint Logs	X			AT&T Complies With The State & Federal Complaint Procedures
\$64.604 C.2	Contact Persons	X			AT&T contact persons: Teresa Feeney, AT&T Customer Care, 100 S. Jefferson Street, Suite 115, New Castle, PA 16101 Tollfree Numbers: Tel 800-862-6706; TTY 800-662-6766; Fax 888-288-2184 Web page address: http://www.att.com/relay/feedback.html
\$64.604 C.3	Public Access To Information	X			TRS is Publicized In Directory Listings, DA Services, Brochures & Media, Website, AT&T Relay team member provides Relay Presentation, Etc.
\$64.604 C.4	Rules	X			Rules Same As Non-TRS Users. Discounts Available To Users.
\$64.604 C.5	Jurisdictional Separation Of Costs	X			AT&T Bills Interstate Minutes To The State. Interstate Minutes Are Billed To NECA, According To The Third TRS Report & Order, 7/20/93
\$64.604 C.6	Complaints	X			AT&T Complies With The State & Federal Complaint Procedures
\$64.604 C.7	Treatment of TRS Customer Information	X			

* Since no numerical standard is set in the FCC Order, AT&T cannot definitively say that we exceed the standard. However, we consider our CA Competency Skills and Training to exceed the FCC requirement.

State TRS Recertification

NASRA Suggested Guidelines for Submission:

Sample Cover Letter

Reference to FCC public notice.
Signature of the Governor or agency/staff with delegated authority for administration of TRS.
Name, phone number, and e-mail for state contact person.

Table of Contents

Recommended.

State Program Narrative

A brief summary of the background and history of the state program.
Include reference to and a copy of legislative or other enabling authority.

Contract Status

Information on the current contract, including effective and ending dates.
If the state is in transition between vendors, give the status and years of the outgoing and incoming providers' contracts.
Include copy of contract(s).

64.604 Mandatory Minimum Standards

You should review section 64.604 of the March 2000 Report & Order & Further Notice of Proposed Rulemaking

Operational Standards:

CA Standards

Include a copy of vendor employment standards for CAs.
Reference average typing speed and any related testing or on-going training if available.
Quality Assurance testing by the vendor or state if applicable.

Confidentiality and Context

Include copy of CA Oath of Confidentiality
Reference vendor procedures for ensuring confidentiality of calls and/or for a breach.
Reference any state policies or laws re CA confidentiality if applicable.

Types of Calls

Provide a brief narrative on the state's compliance with each type of mandated relay call.
May substitute a Types of Calls checklist or similar worksheet provided by the vendor.

Emergency Calls

Describe the process for routing calls to the appropriate PSAP.

	<p>Explain how the responding PSAP receives the inbound caller's ANI, etc.</p> <p>Include a copy of vendor Emergency Call Procedures</p> <p>Include any contract language or requirements for emergency calls if applicable.</p>
In-Call Replacement of CAs	<p>Provide the time period CAs are required to stay on a standard TRS and STS calls.</p> <p>Describe process to inform TTY and voice user of in-call replacement of CA</p>
CAGender Preferences	<p>Include/describe vendor procedures for compliance with this requirement.</p>
STS Called Numbers	<p>Reference additional training provided to CAs processing STS calls.</p> <p>Note additional qualifications/testing for STS CAs.</p> <p>Describe any STS outreach activities by the state if applicable.</p>
Technical Standards:	
Transmission Modes	<p>Reference basic transmission modes (ASCII, Baudot, and voice).</p> <p>Does your state provide enhanced protocols such (TurboCode, VRS, IP Relay)?</p>
Speed of Answer	<p>Reference contract language requiring 85% in 10 seconds <u>daily</u>.</p> <p>Describe any requirements stricter than 85/10.</p> <p>Reference Blockage Rates.</p> <p>Include non-proprietary performance data.</p> <p>Describe any quality assurance programs or efforts used by the state to verify speed of answer.</p>
Equal Access & COC	<p>Indicate the number of IXCs and dial-arounds available on your platform</p> <p>Describe the process the vendor or state uses to obtain new carriers on the platform.</p>
TRS Facilities	<p>Indicate you provide TRS 24/7.</p> <p>Indicate if you have an in-state facility or share facilities with other states.</p> <p>If you share traffic, what percentage is routed out of state?</p> <p>Include contract language for an uninterruptable power source.</p> <p>Include a copy of your (or your vendor's) contingency or disaster recovery plan.</p>
Technology (Enhanced)	<p>Describe any current technology provided above minimum standards.</p>

Describe future technologies being projected for your platform during the certification period (thru 2008).

Voice Mail & Interactive Menus Describe current user access to these features and the process a CA and/or user must follow to retrieve voice mail.
Reference "hot keys" or CA recording devices.

Functional Standards:

Complaints	<p>Indicate contact or office for filing consumer complaints. Include procedures for filing and resolving complaints. Reference state's adoption of FCC informal complaint process. List all methods for filing (phone, fax, email, website, etc.).</p>
Consumer Complaint Logs	<p>Statement of state's compliance with the submission of an annual consumer complaint log. You must include copies of your 2002 and 2003 logs with your certification. Submission of your 2003 log is also required under separate cover.</p>
Public Access to Information	<p>Summary of all avenues of information and information provided in your state. Include copies of the TRS page in your telephone directories, billing inserts, newsletters, websites, etc. Include information on your TRS Board or Council meetings, their make-up, their mission, if applicable. Include a summary of TRS Outreach activities with reference to the target audience(s) if applicable.</p>
Portability of Consumer Data	<p>Reference contract language or other documentation that TRS consumer information (profiles/branding) can be transferred from an outgoing TRS vendor to an incoming TRS vendor.</p>
Rates	<p>Reference contract language or other documentation that TRS users will pay no more than rates for functionally equivalent voice calls. May include explanation of Flat Rate plans or other billing arrangements in current or future contracts.</p>
Jurisdictional Cost Separation	<p>A brief explanation of how the state intrastate program is funded (type of fund and who contributes).</p>

Include a copy of the enabling legislation or PUC Order.

A brief statement of how interstate calls are funded (NECA).

Exceeding FCC Minimum Standards:

When a state program exceeds the FCC minimum requirements, you must explain how the program does not conflict or circumvent the federal requirement.

Method of Funding, Not Offensive

A brief statement on how the funding for the intrastate was originally or currently communicated to the public.

Include a copy of a phone bill (surcharge), legislation or Order (rate base), etc.

Statement or exhibit must not be offensive to relay users or general public.

Statement or exhibit should promote understanding of TRS and how to access relay.

Recommended Appendices:

Copy of State Law/PUC Order

Copy of Current Contract

Provider Features/Functions Matrix, Type of Calls Checklist

CA Training Outline

CA Oath of Confidentiality and/or copy of state law

Emergency Call Procedures

Contingency/Disaster Recovery Plan

Current Call Volume and Answer Performance (Sample Daily/Monthly Report)

Copies of phone bills, directory information, or billing inserts

Outreach Program (if applicable)

Quality Assurance Program (if applicable)

Exhibits:

Consumer Complaint Logs, 2001 & 2002 (required)

Promotional Items (optional)

Consumer Training Materials (optional)

Outreach Presentations (optional)

80000 SERIES
30% P.C.W.



AT&T RFP RESPONSE (relevant portions)

Exhibit 5



295 North Maple Avenue
Basking Ridge, NJ 07920

March 2, 1992

Mr. John J. Mullally
Quotation Registrar
Bell Atlantic Network Services, Inc.
1310 N. Court House Road, 8th Floor
Arlington, VA 22201

Dear Mr. Mullally,

AT&T is pleased to submit our proposal for the provision of district-wide Telecommunications Relay Service to the Chesapeake and Potomac Telephone Company.

We have reviewed your Request For Proposal carefully and are confident we have the experience, resources, and expertise to provide the District of Columbia residents with the high quality, customer-focused relay service they deserve.

We appreciate the opportunity to present the many unique features of our Telecommunications Relay Service to the Chesapeake and Potomac Telephone Company. The knowledge and experience we have gained through working with the user community and managing Telecommunications Relay Service centers across the country has enabled us to continually expand and improve our service offerings. We will continue to seek out ways to further respond to customer demands and empower our users.

If selected as the District of Columbia's Telecommunications Relay Service provider, we will work closely with deaf, hard-of-hearing, deaf-blind and mute communities to ensure the District of Columbia's Telecommunications Relay Service meets or exceeds users' needs and expectations, 24 hours a day, seven days a week.

AT&T will be pleased to provide interim service from an existing AT&T TRS center until such time that the standalone District of Columbia Telecommunications Relay Service center is operational.

AT&T will provide support to the Chesapeake and Potomac Telephone Company in applying for Telecommunications Relay Service certification to comply with the Americans with Disabilities Act as mandated by the Federal Communications Commission.

If you need any additional information, please contact me on 908-221-5268 (TT) or 908-221-7573 (voice).

Sincerely,



Al Binford
General Manager

Enclosures

2. Mandatory Operational Functions

2.1 Basic Service

2.1.1 The District of Columbia relay service will be designed to provide a means whereby a deaf, hard-of-hearing and/or mute person utilizing a Text Telephone (TT) can communicate over the existing telecommunications network with a non-TT user (and vice-versa) through the voice and/or hearing assistance of a relay system CA.

2.1.2 The District of Columbia TRS will accept calls from TT or computer equipped callers, place a call to a hearing and/or voice-capable individual and translate electronic messages to voice messages and voice messages to electronic messages.

2.1.3 The District of Columbia TRS shall accept calls from hearing and/or voice-capable callers, place calls to TT or computer equipped individuals and translate voice messages to electronic messages and electronic messages to voice messages.

2.1.4 Voice and Hearing Carryover

2.1.4.1 The District of Columbia TRS will provide both voice and hearing carryover upon request of the user. Carryover is a standard feature in all AT&T TRS centers.

Voice carryover allows a hearing impaired person with understandable speech to communicate directly with a hearing person and receive the message typed back on the TT. Hearing carryover allows a mute person with hearing capability to hear what the other person is saying and to type back the response to be spoken by the CA.

2.1.5 System Access

2.1.5.1 The District of Columbia will be accessed by callers via a telephone number that can be reached by voice or TT users located in the District of Columbia without charge to them.

2.2 Hours of Operation

- 2.2.1 AT&T will operate the District of Columbia relay center 24 hours per day, seven days a week. At least one party to the relay call will be a local exchange telephone customer located in the District of Columbia to use this service.

2.3 Call Carriage

- 2.3.1 AT&T will arrange with C&P Telephone for the provisioning of one local telephone number equipped with Integrated Services Digital Network (ISDN) and extended area access with no charge to the calling party for access to the District of Columbia TRS center. This access number will be for both voice and TT originated calls.

All calls would have the capability of terminating in the District of Columbia, in the Washington LATA, interstate and to English speaking individuals at international points.

All relay calls are billed "virtual call", that is, point of origin and point of termination. AT&T's sophisticated billing system for TRS keys on the originating phone number and the terminating number and bills accordingly.

InterLATA calls originating in the District of Columbia where the customer specifies an interexchange carrier other than AT&T would be accessed over local trunks by utilizing that carrier's access codes. AT&T has the capability to create a billing record which can be sent to a District of Columbia TRS customer's interexchange carrier of choice for billing.

The District of Columbia TRS users will have the capability of having their relay calls handled by an interexchange carrier of the caller's selection other than AT&T (either the presubscribed toll carrier or the toll carrier requested at the time of the call). Upon user request, the CA will dial the access code for the selected interexchange carrier and process the call.

AT&T can provide message call detail to other carriers for purposes of rating and billing their own calls. We currently have in place the means of electronically transmitting billing records to C&P Telephone for billing of its intraLATA traffic. We will negotiate with participating interexchange carriers the optimal method of media transmission for their interLATA traffic.

Following is a proposal on how AT&T would offer this service:

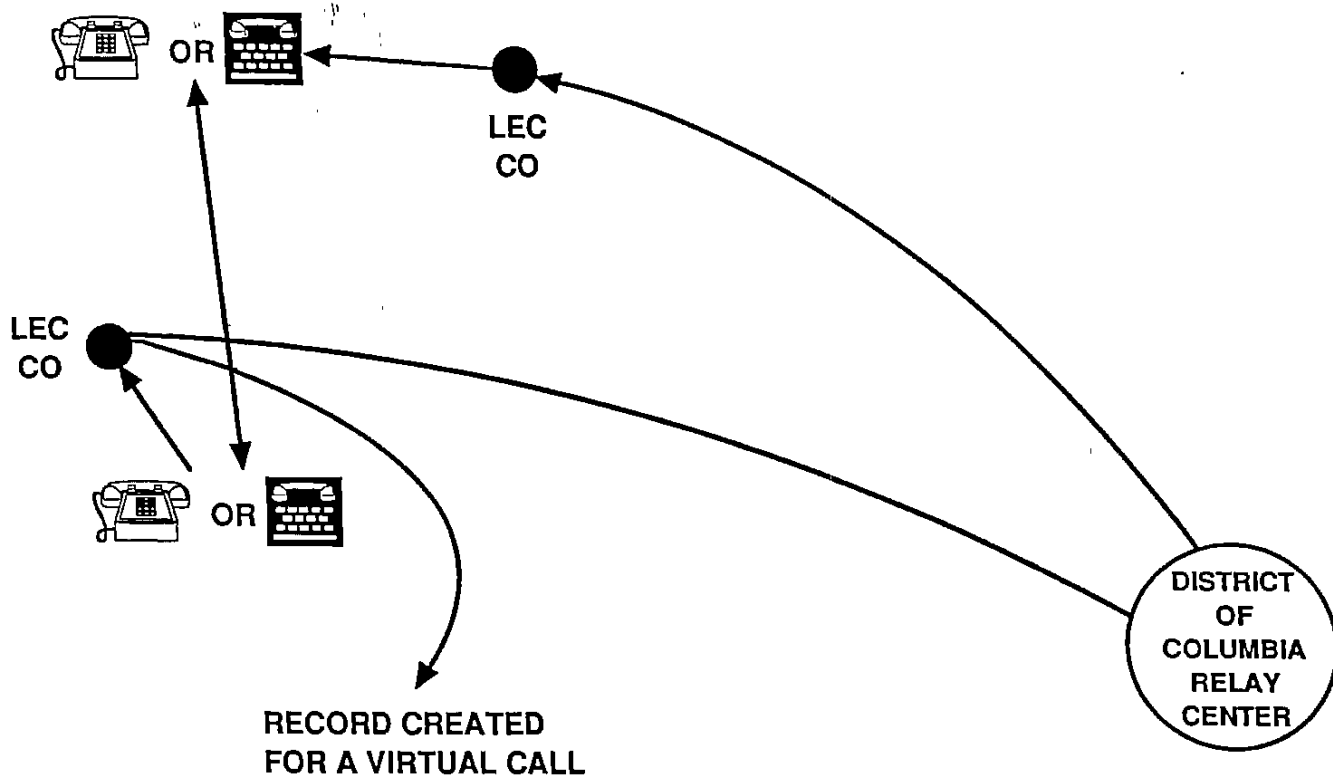
AT&T will create for each relay assisted call an Exchange Message Interface (EMI) record as described in Bellcore Publication SRISD 000320. The record will contain, at a minimum, the following information:

- a. Telephone number or calling card to be billed (NPA-NXX-LINE)
- b. Originating telephone number (NPA-NXX-LINE)
- c. Terminating telephone number (NPA-NXX-LINE)
- d. Date
- e. Start Time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number).
- f. End Time (the time when either the called party or the calling party hangs up).
- g. Length of call to the nearest full second (the time between Start Time and End Time).

Originating and terminating exchange names will be populated in the billing record by the entity that rates the call, based upon the "From" and "To" numbers.

1. The District of Columbia TRS would then distribute the virtual call detail to the customer's carrier for rating and billing, in accordance with the arrangements mentioned above.
2. The receiving carrier would be responsible for establishing the necessary internal procedures for billing the calls and collecting the associated revenue.
3. The user would be charged the rates of their carrier for a point-to-point call, minus any applicable discounts offered by the carrier.

A "Network Design Diagram" illustrating this call flow can be found in the back of this section.



**DISTRICT OF COLUMBIA
TELECOMMUNICATIONS
RELAY SERVICE
(CALL ORIGINATING & TERMINATING
WITHIN THE WASHINGTON LATA)**

2.4 No Charge to Access the Relay Center

2.4.1 District of Columbia TRS users will not incur any additional charges to access the TRS system.

2.5 Intrastate (Intradistrict) and Interstate Toll Call Billing

2.5.1 AT&T District of Columbia TRS customers will be charged for all calls at rates which are no higher than the rates charged for functionally equivalent voice communication services.

All AT&T discounts, as restricted by service and governed by tariffs, will apply.

2.6 Confidentiality of Calls

AT&T's confidentiality standards are strictly adhered to by each and every CA on each and every call.

- 2.6.1 AT&T will not permit CAs to make any value judgement regarding legality or obscenity of the content of the message and will ensure that the CAs relay all messages received.

To ensure customer privacy, AT&T does not maintain written or electronic scripts of any conversation. Typing by a TT user or the CA appears on the screen during the conversation and is automatically cleared when the conversation ends.

CAs and supervisory personnel do not reveal any information about any call, including the fact that the call occurred. The TRS system records and retains the minimum necessary for billing purposes.

- 2.6.2 AT&T's policy to preserve confidentiality is outlined below.

1. AT&T will design the TRS center to ensure maximum security and protect call information from visitors and/or unauthorized persons.
2. Each AT&T CA will adhere to the "AT&T Code of Ethics" and will keep all communicated information strictly confidential. A copy has been included in the back of this section. In addition to the "AT&T Code of Ethics", there are other company policies, practices, and instructions, as well as legal and common-sense standards of conduct, that govern workplace conduct and to which all employees must adhere.
3. All CAs will be required to sign the Pledge of Confidentiality. A copy has been included in the back of this section.
4. All CAs will be assigned a code number to ensure anonymity.

AT&T will work with C&P Telephone Company to develop specific policies and to adjust the current TRS policies to meet the specific needs of the District of Columbia. These policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. Upon request, AT&T will provide a copy of the Confidentiality Policy and make available during workshops, seminars, outreach and community awareness programs, and posted at the operations center.

2.6.3 All CAs are trained not to reveal the identity of fellow CAs employee identification numbers.

2.6.4 AT&T CAs will be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered except when necessary to respond to customer complaints. This information will not be used for any other purpose.

CAs will be trained to ask questions about procedures without revealing names or specifics that will identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or the TRS, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.

2.6.5 All CAs are required to sign a Pledge of Confidentiality promising not to disclose the identity of any callers, fellow CAs, or any information learned during the course of relaying calls. This applies during the period of employment as a CA and/or after termination of employment.

2.6.5.1 When training new CAs by the method of sharing past experience, trainers will not reveal any of the following information:

- i. names of the parties on the call;
- ii. genders or ages of the parties on the call except relevant to the training itself;
- iii. originating or terminating points of the call; or
- iv. specifics of the information conveyed

2.6.5.2 CAs will not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except in instances of resolving complaints. CAs may discuss the general situation that they need assistance with in order to clarify how to process a particular type of call.

2.6.6 Watching or listening to actual calls by anyone other than the CA including other CAs is prohibited except for on the job training and supervisory oversight.

2.7 Emergencies

2.7.1 CAs of the District of Columbia TRS will give their undivided attention to all emergency calls.

As a matter of policy, AT&T will publicize and encourage callers to dial 911 directly in the event of an emergency. In our promotional and educational efforts, we will attempt to educate callers that the relay center is not a substitute for local public safety answering points or 911 centers.

We realize however, emergency calls will occasionally reach the center when the caller insists on using relay in the instance of life or death situations. We have procedures in place for receiving, transmitting and tracking emergency calls. For example, the CA will attempt to connect the call through the District of Columbia TRS with the appropriate emergency agency. The CA will stay on the line and provide other assistance to the caller and the emergency agency. We will review the emergency plan with C&P Telephone prior to the start of operation.

In addition, AT&T has a national mechanized database of emergency numbers available to CAs in emergency situations. If the TT caller requests that the CA complete an emergency call, this will be done as quickly as possible. AT&T has the ability to secure emergency agency numbers based on either calling number or caller's geographic location.

Whenever emergency calls are processed, there is a risk that calls could be sent to an inappropriate emergency agency. AT&T requests the assistance of C&P Telephone in obtaining all 10 digit emergency numbers for agencies throughout the District of Columbia and for regular updates to these lists.

2.8 Equipment

- 2.8.1 AT&T will furnish all necessary state-of-the-art telecommunications equipment, software and technology. The transmission circuits will meet or exceed FCC interexchange performance standards for circuits loss and noise. The telecommunications equipment and station terminals in the District of Columbia TRS will receive and transmit TT signals in either Baudot or ASCII codes in addition to automatically identifying incoming calls as either Baudot or ASCII.

The terminals, keyboards, and modems that will be utilized in the design of the District of Columbia TRS will be compatible with computers up to and including 2400 bps. The TRS system design is not technically capable nor economically feasible of supporting computer accessibility up to 9600 bps.

The District of Columbia TRS will utilize modems that allow for switching and transmission of the call.

2.9 Billing

- 2.9.1 AT&T utilizes an automated system to capture all long distance and toll call information pertaining to the billing of District of Columbia relay calls.

AT&T will create for each relay assisted call an Exchange Message Interface (EMI) record as described in Bellcore Publication SRISD 000320. The record will contain, at a minimum, the following information:

- a. Telephone number or calling card to be billed (NPA-NXX-LINE).
- b. Originating Telephone Number (NPA-NXX-LINE).
- c. Terminating Telephone Number (NPA-NXX-LINE).
- d. Date
- e. Start Time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number).
- f. End Time (the time when either the called party or the calling party hangs up).
- g. Length of call to the nearest full second (the time between Start Time and End Time).

Originating exchange name will be populated in the billing record by the entity that rates the call, based upon the "From" number.

Users of the relay center will be billed in the following manner:

- AT&T will transmit all call information necessary to rate and bill the call to C&P Telephone, AT&T's biller.
- Local messages will be printed on the customer's C&P Telephone portion of the bill.
- AT&T messages will be printed on the AT&T portion of the bill.

AT&T can complete, record and bill for Interstate and International calls which originate or terminate in Washington, D.C. The calls will be treated as point-to-point calls and be billed as such. AT&T's FCC tariffs specify the rates which apply for interstate and international TRS calls. For interstate direct dialed TRS calls made by certified users, day calls will receive the evening rate, evening calls will receive the night rate, night calls will receive the night rates. If the call is one in which an operator handled surcharge would apply (e.g. collect, third number, time & charges, etc.) the surcharge would apply to the TRS call. International calls are not discounted.

AT&T can provide message call detail to other carriers for purposes of rating and billing their own calls. AT&T currently has in place the means of electronically transmitting billing records to C&P Telephone for billing of its Intradistrict traffic. AT&T will negotiate with participating Interexchange Carriers the optimal method of media transmission for InterLATA traffic.

Outlined below is a proposal on how AT&T would offer this service:

- 1) The customer would access the District of Columbia relay center via the published numbers.
- 2) The District of Columbia relay center would record the "Virtual" call detail. The "Virtual" call detail would contain, at a minimum, the data outlined in the following:

AT&T will create for each relay assisted call an Exchange Message Interface (EMI) record as described in Bellcore Publication SRISD 000320. Please see Section 2.9 in this response for details.

Originating exchange name will be populated in the billing record by the entity that rates the call, based upon the "From" number.

- 3) The District of Columbia relay center would then distribute the "Virtual" call detail to the customer's carrier of choice for rating and billing, in accordance with the arrangements mentioned above.
- 4) The receiving carrier would be responsible for establishing the necessary internal procedures for billing the calls.

- 5) The user would be charged the rates of their carrier for a point-to-point call, minus any applicable discounts offered by the carrier.

For additional information, please refer to Section 2.25 "Call Billing Record."

2.10 Back-Up Power

2.10.1 AT&T is committed to providing a continuous, uninterrupted Telecommunications Relay Service for the residents of the District of Columbia.

The site selected as the TRS center for the District of Columbia will be equipped with a generator to provide virtually unlimited power back-up, beyond the eight hour mandatory requirements in the event of a commercial power outage. There is sufficient nominal holdover (fifteen minutes) to support the switch system, its peripherals and adjuncts while the generator reaches full power (approximately 30 seconds). The generator also supports the switch room environmentals (air conditioning, fire suppression system, emergency lights and system alarms) and CA work site emergency lights, operator consoles/terminals, and Call Detail Record recording.

Another AT&T advantage is continued service in the event of an extended power interruption. This option is described in the Service Recovery Plan, Section 3.3.1 of this proposal. This option allows for calls to be diverted to the AT&T TRS Network in the event a center is unable to maintain service for whatever reason. This redundancy would be a standard part of the Advanced 800 Service supporting AT&T Telecommunications Relay Service in the District of Columbia.

By providing redundancy upon redundancy, AT&T demonstrates a further commitment in providing a reliable Network to the TRS users.

2.11 Switching System

2.11.1 The DEFINITY Generic Series includes a duplicate common control. This means that not only the CPU itself but all the central call processing and maintenance functions, system memory and the common control power supply are duplicated. The duplicate common control operates in a "hot stand-by" mode, ready to take control if the main common control begins to have problems. A full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities will be provided. This provides on-line system monitoring and real time programming capabilities without taking the system off line. Preventative maintenance can also be performed without taking the system off line. In addition, the system will initiate a trouble call to an AT&T traffic and maintenance center when the system notices deviations from normal operating parameters. If the maintenance center cannot resolve the problem remotely, a technician will immediately be dispatched to the District of Columbia relay service.

AT&T will maintain an inventory of spare parts on premises. This inventory will ensure that the required levels of service are met. The inventory will include but will not be limited to:

- 1 Universal Port Carrier
- 1 Analog Line Interface
- 1 Digital Line Interface
- 1 DS1/DMI Trunk Interface
- 1 PRI ISDN Line Interface
- 1 Callmaster Terminal (CA telephone)
- 1 615 Terminal (CA terminal)
- 2 TT Interface Modems

2.11.2 The TRS system will be able to provide hardware and software check capabilities to detect troubles and verify the source of a trouble.

2.11.3 The TRS system will provide trouble notification for local and remote locations.

2.13 Location of the Center

- 2.13.1 AT&T's proposal presents two pricing scenarios. The first is for a center to be located within the District of Columbia. The second is for a center to be co-located with an existing AT&T TRS center. Both scenarios include an Outreach Manager position. This manager is selected with the assistance of the end user community as well as deaf advocates.

The primary responsibility of this position is to create and maintain client relationships in the District of Columbia. This relationship is built on establishing formal and informal relationships with deaf advocates, end-users, Product Management, state advisory boards and TRS/OSD center personnel. This manager will continually develop functioning feedback loops among these groups to enable the ongoing improvement in service delivery and product offerings.

Our intent is to meet the needs of the District of Columbia residents and end-user communities by collaborating with organizations and businesses located in the District of Columbia that serve deaf, deaf-blind, hard-of-hearing and mute individuals.

Although remote to DC, the Outreach Manager will seek the advice and input from local and national advocacy groups such as Alexander Graham Bell Association of the Deaf Inc., District of Columbia Association of Deaf Citizens and others located in the nation's capital. In addition to advocacy and community organizations, major schools for the deaf, deaf-blind, hard-of-hearing and mute individuals such as Gallaudet. We will accommodate any requests from user organizations or individuals requesting information about relay service.

AT&T's Network and Call Managing Reporting System can be customized to reporting District of Columbia's specific quality of service information regardless of whether or not the District of Columbia TRS is located within Washington D.C. or elsewhere.

2.14 Start Date

2.14.1 AT&T can provide interim relay service that meets FCC standards starting May 30, 1992 until September 9, 1992 when the Washington D.C. TRS location is fully operational.

If C&P telephone selects AT&T's regional proposal this TRS option will be available to the residents of the District of Columbia no later than May 30, 1992.

2.15 Affirmative Action

- 2.15.1 AT&T fully understands and will meet all affirmative action guidelines as established by the District of Columbia for firms doing business with the District of Columbia Government.

2.16 System Documentation

- 2.16.1 AT&T, if the successful bidder, will provide two sets of all administrative, engineering and maintenance documentation in addition to a complete set of non-proprietary hardware repair diagrams, schematics, circuit descriptions, system schematic drawings and wiring diagrams.

2.17 System Training

- 2.17.1 AT&T, if the successful bidder, will provide administrative and maintenance (hardware and software) training for the system. Training will be available on a regularly scheduled basis.

2.18 System Quality

- 2.18.1 AT&T, if the successful bidder, will submit a quality assurance/quality control manual and/or document covering the topics of manufacturing, installation, and repair processes for the final system and its major components and/or subsystems.

2.19 System Technical Support

2.19.1 On Site Plan

AT&T would have an on site Technical Services Administrator responsible for the day-to-day functionality of the relay center. This administrator is trained and familiar with TRS and possible problems and adept at the isolation and resolution of trouble if it should occur. AT&T has a multi-tiered support system that ranges from Field Assistance Support Teams and Remote Maintenance and Testing Systems to Information Management System design groups and Bell Laboratories.

AT&T's service encompasses remote testing and diagnostics. A team of dedicated experts is responsible for remote testing, diagnostics and trouble clearance. This AT&T Technical Services Center (TSC) is manned 24 hours per day, seven days per week. The TRS switch is engineered to automatically detect and report troubles to the TSC. The TSC receives the trouble report and notifies the remote technicians that a problem exists. When AT&T receives a major alarm report, remote maintenance personnel will attempt to resolve the major failure, regardless of the time of day. The TSC will work with the site Technical Service Administrators to resolve the problem if possible and dispatch an additional technician (s) if necessary.

AT&T has an excellent track record for responding to customers during emergencies and after catastrophic events. AT&T is able to mobilize its resources quickly and effectively for anything from a single-site emergency to a widespread disaster. Established management programs such as the Emergency Service Plan and Administrative and Technical Escalation Plan support our services in responding to customer needs.

Emergency Service Plan

The Emergency Service Plan establishes procedures for assistance in the event of a catastrophic event such as a fire, flood or earthquake. This plan provisions for the shipment of new equipment within 24 hours in the event of damage beyond repair to equipment.

Administrative and Technical Escalation Plan

The AT&T Administrative and Technical Escalation Plan is one of the many management programs designed to meet service needs. This plan provides uniform nationwide procedures for ensuring the efficient and timely utilization of the complete spectrum of resources supporting our field services personnel.

- System technicians are supported by three levels. If a trouble situation cannot be quickly resolved, the system technician escalates the problem to a Tier II support organization that assists with resolution. If the Tier II organization cannot foresee resolution within a prescribed timeframe, the problem is escalated to a Tier III organization. The Tier III organization is staffed with specialists who have sophisticated and extensive training. In extreme circumstances, AT&T Technologies or AT&T Bell Laboratories may be consulted to resolve a problem. Time intervals for resolution by each Tier are generally one hour, depending upon the nature of the problem and if resolution is foreseeable.

In addition to the above technical escalation procedure, the system technicians have the following local escalation procedures in place:

- Local technician must escalate to first-level management if appropriate action is not taken.
- First-level management must escalate to second-level management if appropriate action is not taken.
- Second-level management must escalate to third-level management if appropriate action is not taken.

The above escalation goes through the lines of the service organization until satisfactory results are accomplished.

Material Management Organization

AT&T's Material Management Organization is responsible for maintaining adequate levels of maintenance stock at the local material stocking locations. AT&T has strategically deployed the material stocking locations throughout the United States. On a day-to-day basis, these centers play a critical role in the restoration of customer service by providing our field technicians with the replacement parts and maintenance crash kits needed to restore service.

2.20 System Test and Analysis

2.20.1 Special Tests and Maintenance

The District of Columbia TRS center will be provided with a DEFINITY Generic Series switch. The maintenance plans for the DEFINITY reduce the cost of maintenance and reduce system downtime by providing fast and accurate fault detection and diagnosis. Operational error processing automatically analyzes errors reported from normal call processing, runs tests to verify each error, and determines the severity of the problem. For severe errors, recovery action is initiated within seconds, switching to standby circuits, making the faulty circuit unavailable for service, and generating an alarm. Less serious errors may be logged and their frequency of occurrence monitored without generating an alarm. Constant internal monitoring mitigates the possibility of a system crash.

For the critical subsystems (common control, time-multiplexed switch, and network modules) DEFINITY Generic Series automatically detects 90-99% of faults and isolates the faults to a first-choice circuit pack. Switch maintenance diagnostics can now cover approximately 70% of the switch hardware. Ninety-five percent of all faults are addressed by specialists with direct access to diagnostic equipment and design and manufacturing experts at AT&T. Using maintenance hardware, there are a number of maintenance tests that the DEFINITY Generic Series performs automatically and/or that are easily performed by systems technicians to further reduce maintenance costs and downtime:

- X-Ray testing
- Reinitialization
- Periodic and time-available background tests
- Terminal tests
- Hyperactive endpoint tests

Maintenance procedures include both the automatic system checks and audits that occur continuously and the manual diagnostic and repair procedures used by systems technicians to identify and resolve problems.

- Error detection and logging
- Circuit pack replacement and verification testing
- Error recovery
- Alarm Reporting

More detailed documents explaining maintenance tests and procedures can be provided on request.

The DEFINITY Generic Series is a highly reliable system that has gone through an intricate design process and extensive testing. It is a proven product. The system receives a complete series of installation checks at the customer site before cutover.

2.20.2 Acceptance Testing

AT&T design laboratory, (AT&T Bell Laboratories) initially performs extensive testing to verify DEFINITY Generic Series performance under maximum load. This includes both software and hardware performance. Each system must demonstrate its ability to perform without degradation under maximum load before the factory begins manufacturing the final customer-specific product for shipment. The proven-design component is used as the core system for the customer-specific product. The factory verifies that each system is assembled correctly and performs as intended.

The functional pre-delivery tests consist of a battery of procedures:

- Environmental stress screening techniques (accelerated thermal and electrical stresses)
- In-circuit test
- Functional tests
- 24 hour exercise test in a burn-in environment (all operations of system hardware simulated). All functions must pass before the system is shipped. Shipment from the factory is proof of positive testing results.

AT&T has established a very stringent set of test procedures that are conducted after system installation and prior to cutover. These procedures are implemented to ensure the high standard of performance, functionality and reliability required of AT&T designed and manufactured switching equipment. The satisfactory completion of these tests ensures the system will operate as designed after cutover. A re-test will be scheduled for any unsatisfactory results. In order to minimize disruption to users, AT&T does not employ testing after system cutover. AT&T will monitor the system under day-to-day operating conditions and will monitor and analyze all trouble reports via the help desk that will be established.

The following provides an overview of the procedures involved with performing tests on the DEFINITY Generic Series system. Prior to cutover these tests check the operational integrity of the system and ensure the system performs trouble-free prior to cutover but may also be used to test additions and upgrades.

Tests are divided into the following:

- Microdiagnostic Tests
- X-Ray Tests
- Demand Tests
- Feature Tests
- Peripheral Tests
- System Integration Tests

Further details of these tests and procedures can be provided on request.

2.21 Presubscription Utilization

2.21.1 The District of Columbia TRS users will have the capability of having their relay calls handled by an interexchange carrier of the caller's selection other than AT&T (either the presubscribed toll carrier or the toll carrier requested at the time of the call). Upon user request, the CA will dial the access code for the selected interexchange carrier and process the call.

2.21.2 When a customer does not or cannot select an interexchange carrier of their choice, the CA Carrier Selection Sample Script on the following page is used to determine the customer's selection of an interexchange carrier.

The AT&T TRS will be designed to comply with all applicable equal access and nondiscrimination requirements. AT&T will obtain written approval by C&P Telephone of all such scripts.

Sample

CA Carrier Selection Script

When a customer does not or cannot select an interexchange carrier of their choice, the following flow chart is used to determine the customer's selection of an interexchange carrier:

Step #1

CA says or types: "Your call will be handled by the long distance carrier of your choice. Please advise me of your selection."

- If the customer chooses a carrier on the list, the CA hands off the call.
- If the customer selects a carrier not on the list refer to step #4.
- If the customer does not make a selection, continue to step #2.

Step #2

If the customer does not make a selection, the CA will say/type: "I'm sorry, I am unable to complete your call unless you select a long distance carrier. You may choose from either AT&T or US Sprint."

Step #3

If the customer refuses to choose a carrier, the CA will say/type: "I am sorry, without your selection I cannot hand-off your call to a long distance carrier."

Would you like me to repeat the list?"

- If customer responds "Yes", the CA reads/types the list again.
- If the customer responds "No", the CA repeats the script of Step # 3 again.

2.11 Switching System

- 2.11.1 The DEFINITY Generic Series includes a duplicate common control. This means that not only the CPU itself but all the central call processing and maintenance functions, system memory and the common control power supply are duplicated. The duplicate common control operates in a "hot stand-by" mode, ready to take control if the main common control begins to have problems. A full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities will be provided. This provides on-line system monitoring and real time programming capabilities without taking the system off line. Preventative maintenance can also be performed without taking the system off line. In addition, the system will initiate a trouble call to an AT&T traffic and maintenance center when the system notices deviations from normal operating parameters. If the maintenance center cannot resolve the problem remotely, a technician will immediately be dispatched to the District of Columbia relay service.

AT&T will maintain an inventory of spare parts on premises. This inventory will ensure that the required levels of service are met. The inventory will include but will not be limited to:

- 1 Universal Port Carrier
- 1 Analog Line Interface
- 1 Digital Line Interface
- 1 DS1/DMI Trunk Interface
- 1 PRI ISDN Line Interface
- 1 Callmaster Terminal (CA telephone)
- 1 615 Terminal (CA terminal)
- 2 TT Interface Modems

- 2.11.2 The TRS system will be able to provide hardware and software check capabilities to detect troubles and verify the source of a trouble.
- 2.11.3 The TRS system will provide trouble notification for local and remote locations.

2.12 Quality of Service

2.12.1 Usage

No restrictions will be placed on the length or number of calls placed by customers through the TRS. The system will be designed to carry traffic during peak periods and to meet all operational requirements and standards during such period.

2.12.2 Blockage Rate

Busy hour blockage rate for all calls into the relay center will be no greater than one (1) in one hundred (100) calls. AT&T will measure this by sampling the number of calls being blocked at a minimum of every 30 minutes for each 24 hour period.

2.12.3 Average Answer Time

AT&T is submitting two system designs in this proposal. One design requires that 85% of all calls be answered within 10 seconds of commencement of queue/CA ringing with actual relay service to begin within 30 seconds of answering. The second design requires that 90% of all calls be answered within 10 seconds of commencement of queue/CA ringing with actual relay service to begin within 30 seconds of answering.

Step #4

When a customer requests access to a carrier other than AT&T not having arrangements for call "hand-off" with AT&T, the CA will respond by saying/typing "I am sorry, that long distance carrier is not available through the Telecommunications Relay Service. I'll be glad to connect you with a long distance carrier on our list.

Would you like me to read the list?"

- If the customer responds "Yes", the CA reads/types the list again.
- If the customer responds "No", the CA states the script under Step # 2.

If, in a particular case, the CA has used the foregoing announcement flow chart above to explain to the customer his responsibility to select an interexchange carrier from the list above of available interexchange carriers, but the customer has failed to select an interexchange carrier from the list, the CA will furnish any additional necessary explanation to the customer in a manner which conforms to the language and intent of the Announcement Flow Chart.

2.22 Public Service Commission Order Compliance

- 2.22.1 AT&T and AT&T's District of Columbia relay system will comply with all requirements as expressly stated in the District of Columbia Public Service Commission's Opinion and Order, Order No. 9927, Formal Case No. 850, Section VII B, Entitled "Telecommunications Relay Services".**

2.23 Recorded Announcements

- 2.23.1 Recorded announcements, as appropriate will be provided if a system failure occurs within the relay switch or on outbound circuits. Both voice and TT messages will be provided, acknowledging, however, that intercept messages on inbound circuits may not be under the control of AT&T.

2.24 Billing Arrangements

- 2.24.1 AT&T will provide for direct distance dialing and alternate billed calls to include the handling of calling card calls, collect calls, person-to-person calls, calls to or from hotel/motel rooms, and calls charged to a third party.

AT&T will use C&P Telephone as a billing contractor in the District of Columbia. The role of C&P Telephone will be virtual call rating, issuing the bill for virtual call detail, and financial reporting. These procedures are consistent with existing AT&T contract requirements for the billing of message rating system services.

Users of the District of Columbia TRS will be billed in the following manner:

- AT&T will transmit all call information necessary to rate and bill the call to C&P Telephone Company, AT&T's biller, within 14 days.
- Local messages will be printed on the customer's C&P Telephone portion of the bill.
- AT&T messages will be printed on the AT&T portion of the bill.

To facilitate customer assistance, billing inquiry will be performed by C&P Telephone for local messages billed on the C&P Telephone portion of the bill. Customer billing inquiry will be performed by AT&T for messages billed on the AT&T portion of the bill.

Calls may be billed to a Bell Atlantic IQ card or to an AT&T or other interexchange calling card.

No user of AT&T's network can currently use major credit cards to charge telephone calls, except from designated pay phones. Efforts are being made to open up this capability for all AT&T customers. When that effort is completed, the District of Columbia TRS users will have that capability as well.

Calls from a pay phone must be collect, third number billed, or charged to a calling card. Sent paid calls from a coin phone are not allowed.

A sample of the bill format can be found immediately following this section.

Sample Bill

Questions For billing questions call: No Charge 1 800 772-3140

Service Area 3 Calls	Itm	Date	Time	Min	*	Place and Number Called	Charge
	1	Nov 5	1028A	1	DD	VIA RELAY - 242 5785	.15
	2	Nov 6	1236P	3	DD	VIA RELAY 213 974 6621	.39
	3	Nov 6	1243P	1	DD	VIA RELAY 213 974 6631	.17
	4	Nov 8	727P	2	DE	VIA RELAY - 242 5785	.14
	5	Nov12	457P	6	DI	ALHAMBRA CA - 573 2034	.69
	6	Nov13	952P	1	DE	SAN MONICA CA 213 822 7061	.08
	7	Nov13	953P	1	DE	SAN MONICA CA 213 822 7061	.08
	8	Nov13	1007P	1	DE	SAN MONICA CA 213 822 7061	.08
	9	Nov14	203P	1	DD	SAN MONICA CA 213 822 7061	.15
	10	Nov14	417P	6	DD	SAN MONICA CA 213 822 7061	.60
	11	Nov14	639P	5	DE	ALHAMBRA CA - 573 2034	.41
	12	Nov23	1024A	3	DD	ALHAMBRA CA - 573 2034	.46
	13	Nov23	158P	7	DD	CAPITRNVLY CA 714 492 9934	1.58
	14	Nov24	803P	4	DN	ORANGE CA 714 538 5686	.27
	15	Nov29	550P	5	DE	SAN MONICA CA 213 822 7061	.29
	16	Nov30	520P	1	DE	GLENDAL CA - 242 5785	.08
	17	Dec 3	833A	5	DD	VIA RELAY 213 653 3601	.51
	18	Dec 3	536P	3	DE	VIA RELAY 213 419 1234	.22
	19	Dec 4	854A	7	DD	VIA RELAY 213 419 1234	.84
	20	Dec 5	750P	16	DE	ORANGE CA 714 538 5686	1.82
	21	Dec 8	1153A	22	DN	ORANGE CA 714 538 5686	1.56
	* See Rate Key on Reverse						
	Service Area Call Subtotal						\$10.57

Zone 2 and 3 Calls	Itm	Date	Time	Min	* Zone	Place and Number Called	Charge
	22	Nov26	1003A	2	DD 3	VIA RELAY 213 552 5637	.14
	* See Rate Key on Reverse						
	Zone 2 and 3 Call Subtotal						\$1.14

Non-Regulated Monthly Charges and Credits	Itm	Charge
	Monthly Service(s)	
	1 Inside Wire & Jack Repair Plan	.50
	23 Monthly Service Dec 10, 1990 thru Jan 9, 1991	.50
	24 Tax: Fed: .02 Local: .05	.07
Non-Regulated Monthly Charges and Credits Subtotal		\$6.57

Regulated Monthly Charges and Credits	Itm	Charge
	Basic Service	
	1 Residence Service Flat Rate	8.35
	Optional Service(s)	
	1 Unlisted Telephone Number	.30
	1 Touch-Tone Service	1.20
	25 Monthly Service Dec 10, 1990 thru Jan 9, 1991	9.85

Account Number
Statement Date

Dec 10, 1990

Page



Questions For billing questions call: No Charge 1 800 222-0300

Calls	Itm	Date	Time	Min	M	Place and Number Called	Charge
	1	Nov 9	311P	5	DD	VIA RELAY 619 229 0189	.67
	2	Nov 9	1107A	9	SD	CANOGAPARK CA - 882 7824 From	2.15
						SAN DIEGO CA Calling Card	
	3	Nov10	827A	41	DN	SOMERVILLE MA 617 625 9384	5.43
	4	Nov10	102P	2	DN	QUEENS NY 718 464 5750	.26
	5	Nov10	104P	34	DN	QUEENS NY 718 464 5750	4.50
	6	Nov10	138P	15	DN	TUCSON AZ 602 297 4342	1.00
	7	Nov12	503P	1	DE	VIA RELAY 619 229 0189	
	8	Nov12	514P	4	DN	TUCSON AZ 602 326 6198	
	9	Nov12	731P	12	SE	CANOGAPARK CA - 882 7824 From	2.23
						SAN DIEGO CA Calling Card	
	10	Nov12	1005P	4	SE	CANOGAPARK CA - 882 7824 From	1.14
						SAN DIEGO CA Calling Card	
	11	Nov14	159P	4	DE	TUCSON AZ 602 326 6198	.50
	12	Nov14	408P	9	DE	TUCSON AZ 602 297 4342	1.34
	13	Nov15	451P	10	D1	SAN DIEGO CA 619 229 0189	1.20
	14	Nov16	912A	22	DE	PHOENIX AZ 602 231 0961	3.20
	15	Nov17	650P	8	DN	SOMERVILLE MA 617 625 9384	1.00
	16	Nov18	1025A	7	DN	LITTLETON CO 303 771 9018	.80
	17	Nov18	1033A	9	DN	TUCSON AZ 602 326 6198	1.10
	18	Nov18	1115P	1	SN	CANOGAPARK CA - 882 7824 From	.60
						SAN DIEGO CA Calling Card	
	19	Nov19	1120A	12	DE	LYNN MA 617 595 6512	1.70
	20	Nov19	1153A	4	DD	SAN DIEGO CA 619 229 0189	.50
	21	Nov19	347P	5	DD	SAN DIEGO CA 619 229 0189	
	22	Nov19	1001P	9	SE	CANOGAPARK CA - 882 7824 From	2.00
						TUCSON AZ Calling Card	
	23	Nov20	237P	32	DE	BEVERLY MA 508 922 6977	4.70
	24	Nov21	914A	2	DE	PORTLAND OR 503 771 1112	.20
	25	Nov21	428P	6	DE	LYNN MA 617 593 9216	.80
	26	Nov22	626A	1	DN	VIA RELAY 619 229 0189	.00
	27	Nov22	736A	1	DN	SAN DIEGO CA 619 229 0189	.00
	28	Nov22	833A	2	DN	SAN DIEGO CA 619 229 0189	.00
	29	Nov23	419P	5	DE	SAUGUS MA 617 233 4016	.70
	30	Nov24	500P	1	DN	SAN DIEGO CA 619 229 0189	.00
	31	Nov25	100P	19	DN	LYNN MA 617 595 6512	2.50
	32	Nov25	821P	3	SN	CANOGAPARK CA - 882 7824 From	.80
						SAN DIEGO CA Calling Card	
	33	Nov26	1053A	1	DE	PORTLAND OR 503 771 1112	.10
	34	Nov26	142P	1	DE	TUCSON AZ 602 326 6198	.10
	35	Nov26	345P	7	DD	SAN DIEGO CA 619 229 0189	.90
	36	Nov27	525P	11	DN	HYDE PARK MA 617 361 0092	1.10
	37	Nov28	848P	10	SE	CANOGAPARK CA - 882 7824 From	2.00
						TUCSON AZ Calling Card	
	38	Nov29	1146A	12	DE	PHOENIX AZ 602 231 0961	1.70
	39	Nov29	113P	3	DE	TUCSON AZ 602 326 6198	.40
	40	Nov29	636P	7	DN	HYDE PARK MA 617 361 0092	.90
	41	Dec 1	853P	7	SN	SAN DIEGO CA 619 265 2246 From	1.10
						CANOGAPARK CA - 709 6676	
	42	Dec 3	241P	11	DD	VIA RELAY 619 287 1934	1.40
	43	Dec 3	252P	1	DD	SAN DIEGO CA 619 229 0189	.10
	44	Dec 3	302P	9	SD	CANOGAPARK CA - 882 7824 From	2.10
						SAN DIEGO CA Calling Card	
	45	Dec 5	658P	23	DN	SOMERVILLE MA 617 625 9384	1.00

2.25 Calling Billing Record

2.25.1 AT&T will create for relay-assisted call and Exchange Message Interface record (EMI) as described in Bellcore Publication SRISD0000320. The record shall contain, at a minimum, the following information:

2.25.1.1 Telephone number or credit card number to be billed (NPA-prefix-line number)

2.25.1.2 Originating telephone number (NPA-prefix-line number)

2.25.1.3 Terminating telephone number (NPA-prefix-line number)

2.25.1.4 Date

2.25.1.5 Start time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number)

2.25.1.6 Call time to the full second (the time in between start time and end time)

2.25.2 AT&T uses a fully automated system for recording TRS calls. Handwritten tickets will not be used except in cases of emergency calls, system failures, or other circumstances in which hand written tickets are necessary.

2.25.3 AT&T will use C&P Telephone as a billing contractor in the District of Columbia. The role of C&P Telephone will be virtual call rating, issuing the bill for virtual call detail, and financial reporting. These procedures are consistent with existing AT&T contract requirements for the billing of message rating system services.

Users of the District of Columbia TRS will be billed in the following manner:

- AT&T will transmit all call information necessary to rate and bill the call to C&P Telephone Company, AT&T's biller, within 14 days.
- Local messages will be printed on the customer's C&P Telephone portion of the bill.

- AT&T messages will be printed on the AT&T portion of the bill.

To facilitate customer assistance, billing inquiry will be performed by C&P Telephone for local messages billed on the C&P Telephone portion of the bill. Customer billing inquiry will be performed by AT&T for messages billed on the AT&T portion of the bill.

Charges will appear as point-to-point calls, as though no Relay Center were involved. Relay calls on the bill will be identified by the words "VIA RELAY" in the "TO" location. Calls will be listed chronologically and will reflect the connect time based upon the appropriate time zone.

2.26 Operator Assistance

2.26.1 Since 1981, AT&T has provided intrastate and international Operator Services for deaf, hard-of-hearing and mute individuals. AT&T is the first and only provider of Operator Services for the Deaf (OSD), an operator service center that processes standard operator services including collect, third party, calling card, person-to-person and directory assistance calls for customers who use TTs. Access to the center, located in Washington, DC, is toll-free. TT users have been able to benefit from this exclusive service since 1981. AT&T will include this toll-free number in the publicity materials we plan to develop for the District of Columbia.

AT&T has recently implemented major facility and equipment changes in the OSD center. These changes will significantly increase and improve the efficiency and quality of service delivered.

Other carriers in this bid process may refer to their ability to perform these services. Because AT&T is the sole provider of OSD, the bid evaluation process should question whether others plan to provide this service utilizing their own facilities.

All CAs and support staff in the OSD center receive sensitivity training and are educated on deaf culture. The training is provided by Tiffany Granfors, a Maryland School for the Deaf alumnus and a Gallaudet graduate who is proficient in ASL and an expert in deaf culture.

OSD is provided at no extra charge to the end user. Consequently, customers pay rates to utilize OSD no greater than the rates paid for functionally equivalent voice communication services utilizing operator assistance.

3. Required Operational Functions

3.1 System Design

- 3.1.1 AT&T will approach the design and delivery of the Telecommunications Relay Service for the District of Columbia by focussing on quality and exceeding the customers' expectations for service excellence.

Since 1987, AT&T has proven its ability to incorporate technological advancements and upgrades into its TRS centers. AT&T continues to proactively seek and incorporate these state-of-the-art technological advances by utilizing its many resources and focussing on customer needs.

AT&T is committed to providing TRS with leading-edge technology. AT&T has made significant technical improvements and additional commitments toward that end in its centers since it began offering TRS over five years ago.

Technical personnel at AT&T Bell Laboratories are working to develop future architectures for TRS. Bell Labs, the premier research and development organization, will continue to find state-of-the-art solutions for today's and tomorrow's disabled needs.

AT&T's experience in serving the special needs community has resulted in ongoing Product and Service enhancements. Many enhancements have been made to TRS in the past three years and more are projected for the future.

Several of those enhancements include:

- A move from an applications processor to a 3B2 mini-computer for the call management system in relay centers. The 3B2 improves the ease of handling calls, is far more user-friendly and improves the accuracy of reports in "real time."
- Improvements in the call management system have enhanced processing efficiencies, and improved the quality of the relay service in general.
- Upgraded modems which provide both automatic recognition of 2400 baud ASCII calls on an incoming and outgoing basis and also increased efficiency in call handling (including call set-up and answer back).

- Implemented Integrated Service Digital Network with Automatic Number Identification.
- Introduced a TRS specific force management system.
- The development of a mechanized bill tracking system for relay services have been implemented for our TRS centers. This mechanization is expected to lower costs, speed the billing process and improve billing accuracy.
- Mechanized staffing procedures have been implemented which reduce supervisory work loads and improve forcing procedures.
- Full implementation of Voice and Hearing Carryover has taken place in all AT&T TRS centers. Customer requests for the carryover feature will eliminate CA intervention usage in one direction. The TRS will have the capability to allow the hearing disabled customer with voice capabilities to speak directly to a hearing customer and the mute customer possessing hearing capabilities to listen directly to the speaking customer.
- AT&T is researching uses of voice synthesis and speech recognition technologies for potential future use with relay service.

Text-to-Speech. Text-to-Speech, which translates written text into speech, was field trialed in California. Trial results indicate that a majority of customers were satisfied. AT&T conducted a pre-trial demonstration of this technology before deaf advocates and others in January 1990. The demonstration was very well received. When this service is implemented on a regular basis, it will reduce the CA portion of the call and increase the privacy of relay service.

Speech Recognition. Speech Recognition, which translates speech into text, would have a large impact on relay service. However, the variety of speech patterns, idioms, tonations and dialects complicate the computer translation process. AT&T Bell Labs continues to research its possibilities and perform trials to ensure customer acceptance. Although the application of this technology is years away. AT&T is making a significant investment in order to ensure continued technological advancements for our customers.

3.1.2 AT&T will provide the following basic service for all calls placed through the TRS center.

- 1) Accept a call from a TT or computer-equipped caller, place a call to a hearing and voice capable individual, and translate the TT messages to voice messages and the voice messages to TT messages in order to complete the communications link.
- 2) Accept a call from a hearing and voice capable caller, place a call to a TT or computer-equipped individual and translate the voice messages to TT messages and TT messages to voice messages in order to complete the communications link.
- 3) At the request of the TT or computer-equipped individual in either 1 or 2 above, the TRS system allows voice to pass through the telecommunications system in one direction and translate only in the other direction. This Carryover (hearing or voice) technology translates into a greater sense of independence, privacy and the personal satisfaction of direct contact for people with unique communications needs in their daily communications.

Intradistrict/IntraLATA calling will be handled using a local access arrangement obtained from C&P Telephone.

AT&T will use MEGACOM 800, an AT&T state-of-the-art digital fiber optic network solution to provide interLATA/interstate access to the TRS center and outward interstate and international connectivity to the called customer. This is AT&T's most cost effective network solution of TRS for the District of Columbia.

MEGACOM 800 has certain distinctive features, including those listed below:

- 800 Command Routing allows for the digital and preplanning of contingency routing arrangements that can be activated when needed. This allows for a quick response to emergencies, weather problems, earthquakes, strikes, personnel shortages, and other special situations which may influence the operations of the center. Alternate routing plans are worked out in advance and stored in the AT&T Network. They can be activated as needed usually within 5 minutes.

- AT&T was the first and only company in the telecommunications industry to offer an 800 Assurance Policy, a feature of AT&T 800 Service, to its customers. AT&T has doubled its commitment to 800 service customers by reducing the resoral time from one hour to 30 minutes. AT&T will either restore the service or reroute the incoming calls to an available group of local lines until the service can be restored. This policy is a standard AT&T feature offered without charge to all MEGACOM 800 Service customers.
- Digital Service ensures the highest quality of transmission.

As the TRS center grows and new AT&T services becomes available, evaluations will be made to maintain an economical mix of facilities.

Detailed descriptions of AT&T's MEGACOM 800 architectures can be found immediately following this section.

AT&T will use a DEFINITY Communications System Generic Series state-of-the-art digital switch equipped with advanced call management tools such as Automatic Call Distribution and the Call Management System.

AT&T utilizes an instant call recognition system which enables a CA to identify an incoming call as a voice or TT/computer call as it reaches the position.

- Automatic Call Distribution (ACD) is a feature which distributes calls on a most idle CA basis.
- The Call Management System creates customized real time and historical reports and allows AT&T to report on aspects of ACD activity unique to TRS.

When a call is received at the TRS center, if a CA is idle, the call will be immediately connected to the CA for call handling. If no idle CA is available, the call will be placed in queue for connection to the first available CA on a first-in-first-out basis. Calls will be distributed to ensure a balance work load among all CAs. The numbers of CAs and equipment will be traffic engineered to ensure that the answer time required is in compliance with the required service standards.

AT&T relay equipment has other advanced features which increase efficiency and customer satisfaction. They are highlighted below.

- Integrated Services Digital Network (ISDN) adds an incremental level of professionalism to an already automated inbound call center. ISDN adds value to the in-place software and database applications that are accessed by the center's agent. It interacts with and requires intelligent Automatic Call Distribution (ACD) in the ISDN-PBX. A detailed description of ISDN and its capabilities can be found immediately following this section.
- Automatic Number Identification (ANI) is a TRS enhancement which uses ISDN to eliminate the requirement for the CA to request the calling party's number. The caller's telephone number (ANI) is sent to the ISDN-PBX as part of the call set-up message. Inbound centers are experiencing a 10 to 24 second call reduction in call holding time due to the incremental value added by ISDN screen look-up. As a result, more calls can be handled by the center with existing personnel, delaying the need to add more CAs to the staff. As staff members are added, they are more productive immediately.
- Based on AT&T's extensive experience in designing TRS systems, the DEFINITY Communications System Generic Series is the most effective equipment configuration to provide technical sophistication and cost effectiveness. For detailed information on the DEFINITY Generic Series and its capabilities, please see the information immediately following.

3.2 Dialing Access

- 3.2.1 Customers will access the center by dialing one seven digit telephone number for intradistrict calls, based on whether they are a voice or TT/computer user. Customers placing interLATA/interstate calls will access the center by dialing one 10 digit, toll-free 800 number based on whether they are a voice or TT/computer user.

3.3 Service Reliability

3.3.1 Disaster (Service) Recovery Plan

- 3.3.1.1 To ensure that the District of Columbia TRS remains operable during a disaster, AT&T has formulated a Disaster (Service) Recovery Plan.

Our carefully developed and executed Service Recovery Plan enables us to re-route calls to other centers with little or no service interruption. This capability minimizes potential hardships by drawing on our nationwide resources and technological advancements. For example, during the California earthquake in October of 1989, AT&T re-routed all traffic from the AT&T Operator Services for the Deaf (OSD) center in Oakland to another location.

There would be no additional costs to the TRS users for the network redundancy and monitoring described.

For more detailed information, please refer to the Service Recovery Plan immediately preceding this section.

Service Recovery Plan

To ensure virtually uninterruptible customer service, AT&T is in a unique position to provide actual relay center backup. The AT&T TRS Network has evolved as a result of other states selecting AT&T as the TRS provider for their communities. This nationwide resource stands ready to accept overflow from centers in the event they are no longer able to process calls. The reasons for center interruptions could be natural or man-made. The affected element could be the center itself, cable between the center and the local telephone company serving office, cable between local telephone serving office and the serving AT&T office, or cable between AT&T offices. In each of these instances, the AT&T TRS Network ensures that customers continue to receive quality relay service.

There is a nationwide Telecommunications Relay Administration Center (TRAC) to handle center interruptions. This team will work with System Administrators from all the AT&T TRS centers. A list of the team members with business and home numbers would be provided to C&P Telephone. The purpose of the TRAC would be to ensure that calls are rerouted to the other centers and to monitor the level of service for the duration of the center interruption.

The Service Recovery process includes two alternatives. The first alternative is the basic recovery procedure and in the event of a center interruption the System Administrator or a designated alternate would:

- a) Call the proper network authorities depending on the cause of the interruption,
- b) Initiate the call rerouting,

(AT&T would be willing to negotiate an arrangement with C&P Telephone in which a call forwarding feature would be assigned to the local facilities. This would allow local incoming facilities to be forwarded to a service recovery 800 number terminating calls at other AT&T TRS centers. In the event that employees on-site in the District of Columbia TRS were not able to activate the call forwarding feature, AT&T would also request a call in number for a C&P Telephone central office so that the call forwarding feature could be activated.)

- c) Notify the AT&T representative to C&P Telephone that the interruption had occurred, confirm rerouting of calls, and define the steps being taken to return normal service. The AT&T representative will be responsible for conveying this information to C&P Telephone. If the C&P Telephone representative is unavailable, AT&T will contact the District of Columbia Public Service Commission. The Relay Center Manager will notify the District of Columbia TRS manager responsible for community relations to notify designated user service agencies.

- d) Initiate other steps with the TRS Manager to return to normal service. These procedures will be accomplished in full cooperation with agencies having jurisdiction depending on the cause of the outage.

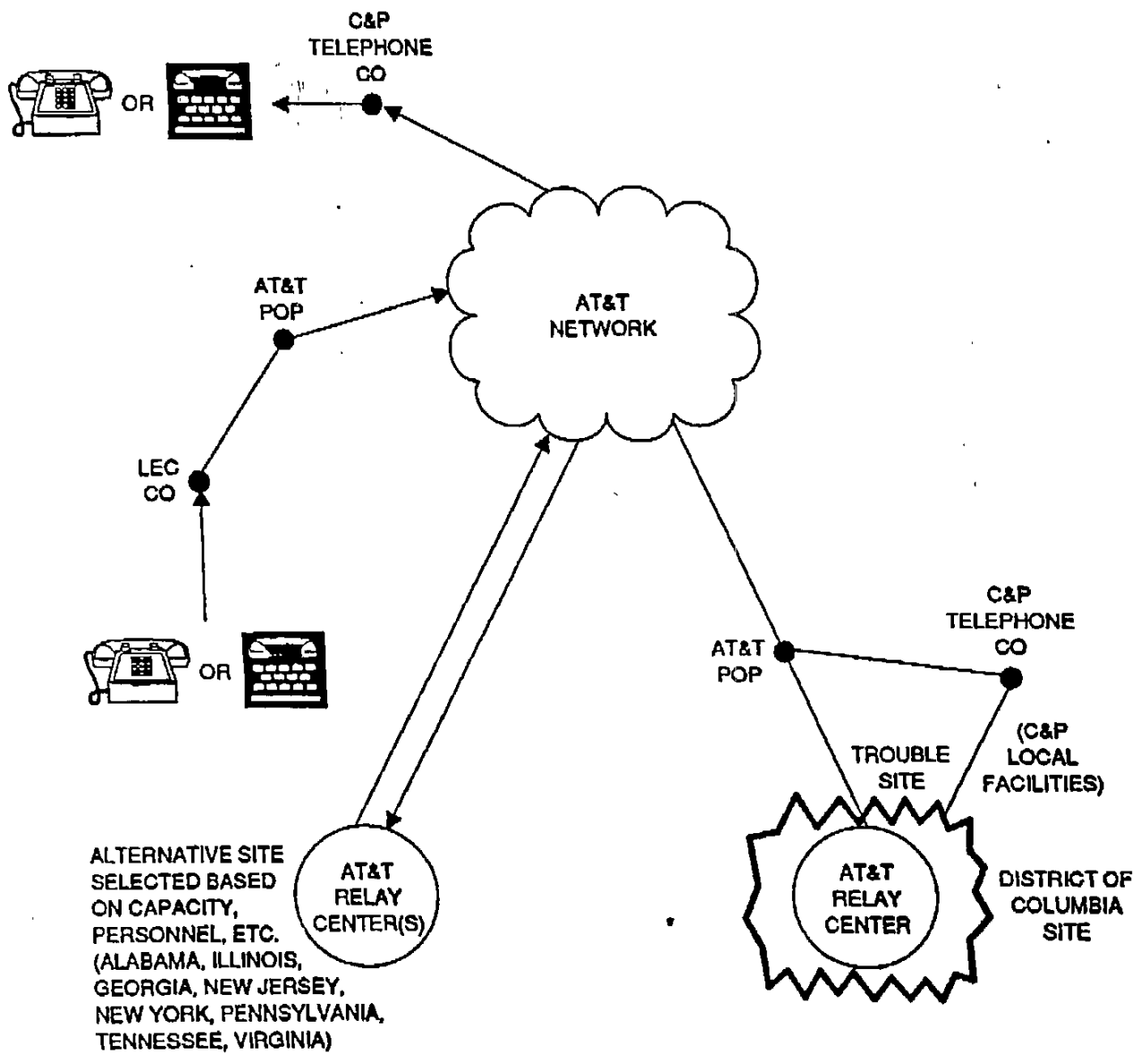
If the interruption is such that for whatever reason the administrator or alternate cannot complete the steps identified, TRAC will initiate this process. They will be alerted by the AT&T TRS Traffic Monitoring System. The system will poll on thirty minute intervals and will instantly review the traffic measurements for any discrepancies. If a site is exceeding parameters, e.g., any call blockage or excessive calls in queue, the system operators will immediately contact the Systems Administrator on TRAC responsible for that center. The Systems Administrator will immediately call the center showing parameters exceeded and if a satisfactory response is not received, the Administrator will initiate the steps previously outlined.

Each center will also have access to the Cable News Network (CNN) twenty-four hours a day, seven days a week. This will keep the System Administrators aware of news that could affect service.

The ultimate goal of the RFP is 100% up time and no service level degradation. AT&T will make every effort to reach these goals by providing quality products and services as well as planning for the unexpected. Almost all the component products and services used in providing TRS are of AT&T manufacture and quality. The remainder of the products are designed to AT&T specifications or are being designed to our specifications. We stand behind all the components individually and the integration of these components.

AT&T provides reliable components to maximize center up time and a back-up intelligent network to minimize service down time regardless of the cause.

AT&T was the first company to offer the 800 Assurance Policy which commits AT&T to restore 800 Service within 30 minutes after the problem has been reported. If the service cannot be restored within this time period, the calls will be redirected to a local access company selected by the customer. Calls can be redirected to local business lines/trunks and even Direct Inward Dial stations. As soon as the original problem is resolved the calls are returned to normal operation.



**DISTRICT OF COLUMBIA
TELECOMMUNICATIONS
RELAY SYSTEM PROPOSAL
DISASTER RECOVERY**

3.3.1.2 The site selected as the TRS center for the District of Columbia is equipped with a generator to provide virtually unlimited power back-up which is functionally equivalent to that found in normal central offices, for continuation of the TRS operation in case of commercial power failure. There is sufficient nominal holdover (fifteen minutes) to support the switch, its peripherals and adjuncts while the generator reaches full power (approximately 30 seconds). The generator also supports the switch room environmental (air conditioning, fire suppression systems, emergency lights and system alarms) and CA work site emergency lights, CA consoles/terminals, and call detail recording.

To ensure virtually uninterruptible customer service, AT&T has emergency operations procedures in place to handle District of Columbia relay calls in the event of a power failure, system failure, network failure and sudden and/or prolonged increases in call volumes. AT&T is in a unique position to provide actual relay center backup by utilizing its nationwide relay network.

There is a nationwide AT&T Telecommunications Relay Administrator Center (TRAC) to handle service interruptions. The purpose of this team of experts is to ensure that the District of Columbia calls are rerouted to other AT&T centers and to monitor the level of service for the duration of the full or partial service interruption.

The employees in other AT&T relay centers handling calls from the District of Columbia TRS will have instructions at their work stations regarding the answering phrase and service requirements unique to the District of Columbia. Coverage during interruptions by other AT&T relay centers will be transparent to the District of Columbia customers. The District of Columbia TRS would continue to be manned with an adequate workforce of CAs ready to handle service at restoration.

The AT&T representative will inform C&P Telephone of any major or isolated service interruptions. AT&T shall provide a complete and detailed report after restoration of service.

3.4 Service Expansion

- 3.4.1 Maintaining the level of quality service required by the residents of the District of Columbia is one of the most critical concerns in the District of Columbia TRS. Our current TRS centers around the country have on-site managers charged with maintaining sufficient space, equipment and above all, qualified personnel, to provide the required levels of service. These managers, known as the Force Facilities Management Group, review center traffic information on a daily basis. This information is used to update the current growth projections. But, we are not only concerned with maintaining the current level of service, we are firmly committed to expanding the District of Columbia's TRS capabilities.

In this increasingly competitive marketplace, we are continually striving to develop and provide the most customer-focussed, technologically advanced TRS available. At AT&T, we are committed to providing equivalent access to deaf, hard-of-hearing, deaf-blind and mute individuals by broadening the array of products and service we offer.

AT&T's growth projection for the District of Columbia TRS is not made only on an annual, semi-annual, quarterly or monthly basis. The growth projection is a dynamic process that is modified daily. This process takes into account historical traffic information, recent traffic trends, and economic projections for the U.S., and the District of Columbia.

This ongoing process allows TRS center management to anticipate growth and to create a time table to prepare for the growth. This extensive planning allows more than sufficient time to implement any changes necessary to support growth. Normal intervals to add equipment, personnel or even a new center would not present a problem.

At the same time, AT&T has demonstrated its commitment and ability to support TRS when the unusual is required. In the early days of TRS, an unexpected surge in demand in an existing AT&T-supported center found the number of CAs insufficient. The lack of historical data at the time made it impossible to predict this dramatic increase in demand. The center staff, working with the AT&T TRS support teams, added 20 workstations in one and a half weeks. AT&T now has over five years of experience to predict demand.

As TRS expansion becomes necessary for the District of Columbia, the Force Management Group will immediately establish a timetable and initiate standard AT&T procedures to procure the equipment, network capacity and personnel. As the implementation process begins, regular updates will be given to C&P Telephone. The ultimate goal of this process is to ensure that the required levels of service are never compromised. As always in staffing, special attention would be given to qualified applicants with disabilities, women, veterans and members of minority groups.

Cost containment is as critical to AT&T as service and quality. For this reason our DEFINITY Generic Series is used as the switching vehicle. The DEFINITY Generic Series is of modular architecture and could literally not be outgrown by the demands of the user community of the District of Columbia.

Following is an outline of AT&T's capability to provide service expansion in accordance with the maximum call levels identified in the Price Quotation Worksheet. The Plan includes trunking capacities, CA workstations, CA staffing and equipment capacity.

District of Columbia
85% ans < 10"

<u>Call Volumes</u>	<u>Work Stations Equipped</u>	<u>Work Stations Needed</u>	<u>Trunks Equipped</u>	<u>Trunks Needed</u>	<u>CA Staffing</u>	<u>Time Lag</u>
0-24,999	13	10	52	38	28	---
25,000 - 49,999	29	21	79	66	60	60 days
50,000 - 74,999	37	34	130	112	97	60 days
75,000 - 99,999	45	43	181	171	<u>121</u>	60 days
100,000 - 149,999	61	59	227	202	<u>165</u>	60 days
150,000+	85	78	311 •	307	214	60 days

Note: Time Lags are shorter if T1.5 facilities do not have to be ordered.

District of Columbia
90% ans < 10"

<u>Call Volumes</u>	<u>Work Stations Equipped</u>	<u>Work Stations Needed</u>	<u>Trunks Equipped</u>	<u>Trunks Needed</u>	<u>CA Staffing</u>	<u>Time Lag</u>
0-24,999	13	10	52	38	30	---
25,000 - 49,999	29	22	79	66	63	60 days
50,000 - 74,999	37	36	130	112	101	60 days
75,000 - 99,999	45	44	181	171	126	60 days
100,000 - 149,999	69	61	227	202	170	60 days
150,000+	85	80	311	307	220	60 days

Note: Time Lags are shorter if T1.5 facilities do not have to be ordered.

- 3.4.2 AT&T's expansion of the system will be done without any service disruption to calls in progress or relay center operation.

- Caller's carryover preference (y/n and VCO or HCO)
 - Caller's preference on whether or not the CA should perform relay verbatim
 - A list of frequently called numbers, up to ten, and three emergency numbers
- AT&T Public Phone 2000 was developed to meet the communications needs of the deaf, hard-of-hearing and mute travellers. This phone is hearing-aid compatible and the keyboard can be used as a TT free of charge.
 - AT&T's unique Service Recovery Plan enables us to re-route calls within minutes to one of our many relay centers across the country in the event of a disaster such as a hurricane or earthquake.

AT&T's employees have access to one of the largest corporate libraries and information service networks in the world. They can obtain the information needed to perform their jobs efficiently through custom information research services, electronic information services, document copying and delivery (e.g. conference proceedings, technical documents), and technical or competitive analysis reports. This network allows our employees to have access to the resources of over 50 AT&T libraries and specialized information providers located across the United States, and enables our personnel to keep up with events in AT&T, to track late-breaking news, to monitor technical intelligence, and to maintain an open dialogue on specific topics (e.g. relay services). In addition, we provide continued input to national and international forums, conferences and exhibits.

- The AT&T Information Resource Center keeps abreast of all changes, advancements, upgrades, new technologies, and current events in the telecommunications industry. The Information Resource Center distributes internal publications to keep AT&T employees informed and allow them to benefit from and adapt these events and technologies to their specific customer and business needs.
- AT&T has a group which focuses solely on new service development for special needs markets. This group attends conferences, subscribes to periodicals, interfaces and meets with customers to gain insight into market needs, researches new concepts in technology both from technical and market perspectives, and conducts market trials to test the potential of these services and their viability in the marketplace.

- In 1984, AT&T formed a Consumer Advisory Panel on disability issues comprised of Alan Hurwitz and Gertrude Galloway, representing deaf constituents, Rocky Stone, representing hard-of-hearing constituents, Harriet Findlay and Paul Hearne, representing mobility impaired constituents, John DeWitt and Lawrence Scadden, representing visually impaired constituents, and Kermit Phelps representing the mature market.
- If AT&T is selected as the District of Columbia's service provider, we will provide timely correspondence to C&P Telephone of any new technology or enhancements in the industry, regardless of the source or provider of such technology. Written correspondence on this subject will enable C&P Telephone to remain informed. When appropriate and whenever requested by C&P Telephone, AT&T will discuss any particular item.

AT&T is committed to research and development of products and services which meet the special needs of customers who are deaf, deaf-blind, hard-of-hearing or have mobility, speech, and vision impairments. We will utilize Bell Laboratories to address that commitment. It is likely that we will have superior access to new technology, and we will make Bell Laboratories' expertise available to C&P Telephone to demonstrate, explain, and discuss the new technologies.

When new service enhancements are available, AT&T will request an opportunity to present C&P Telephone with information concerning the enhancements, describe the costs, estimate any costs savings that the enhancements may be expected to generate, and define the date at which implementation could take place.

3.6 Disability Awareness

- 3.6.1 All staff of the District of Columbia TRS, including management, will receive training about handling relay calls, TTY phony, ASL, deaf culture, acquired deafness, speech muteness, ethics and confidentiality.

The AT&T Disability Awareness training was developed with input from Gallaudet University and National Technical Institute for the Deaf. AT&T Disability Awareness Training has also been reviewed by Telecommunications for the Deaf, Inc. (TDI). AT&T seeks ongoing input to improve the training in order to meet or exceed the needs of the deaf, hard-of-hearing and mute.

AT&T believes that in order to provide the quality expected by our customers, our employees must have a full understanding of the importance of relay service and the communications needs of our valued customers, throughout their employment with TRS.

AT&T's unique Disability Awareness Training Package is comprised of a series of lessons which address: an introduction to deaf culture and the community, differences between American Sign Language and written English, the ability to type from spoken words versus written text, and the ability to sensitively and confidentially handle all emotional aspects of Telecommunications Relay Service. AT&T's training includes presentations and discussions led by deaf, hard-of-hearing and mute individuals. Group discussions and sharing of training experiences are also a major aspect of the training.

- AT&T has negotiated with TDI to provide disability awareness training. TDI will work closely with other organizations such as Self Help for the Hard-of-Hearing and United States Society for Augmentative and Alternative Communications (USSAAC), thus involving a cross-section of organizations representing deaf, hard-of-hearing and mute individuals.
- Deaf, hard-of-hearing and mute employees of AT&T will also participate in the training by conducting seminars and by sharing their insights with a center personnel.

AT&T has included an outline of the TRS Disability Awareness Staff Training Plan immediately following this section. This plan details training topics, timeframes, and assistance and input from individuals or organizations representing the deaf, hard-of-hearing and mute community.

It is important to note that the timelines outlined in the Training Plans are only estimates; for each topic, the instructor will assess the trainees' knowledge, understanding, and competence in each area. The instructor does not begin a new topic until all trainees are sufficiently trained. In some cases, training times can be decreased due to learning capabilities of employees. The program also involves "coaching" to reinforce the skills learned and to assure that the training applications are correct. Furthermore, the training is continually updated to incorporate new topics, input, and suggestions.

Disability Awareness Training Plan

Target Group: All Relay Service Staff

Day 1 - Introduction

- **About the Deaf, Hard-of-Hearing and Mute Communities.**

Objective: To provide an overview of the deaf, hard-of-hearing and mute communities in the District of Columbia and nationwide. Overview includes but is not limited to information on deafness, American Sign Language, cultural values, demographics and psychographics, and telecommunications equipment available.

- **Getting Through the Day**

Objective: To develop an understanding of and discuss the barriers a deaf, hard-of-hearing, and/or mute individual encounters in the course of a day.

To introduce the trainees to the electronic assistance devices used to assist individuals and to provide hands-on experience with these devices.

To understand the experience new users have when using the TT and the District of Columbia TRS.

- **In the Shoes of Your Customers**

Objective: To recognize and describe terms identifying different degrees of hearing.

To give the trainees the experience of listening but not understanding when someone speaks. In this way, the student develops a sensitivity and empathy for the other's position.

Highlights include a "white noise exercise" where each trainee has the opportunity to stand in the shoes of their customers by wearing a device which simulates how it feels to be hearing impaired and discussing the frustrations experienced.

Day 2

- American Sign Language

Objective: To develop an understanding of what ASL is, why it is important to the CA in their job and the role of ASL in the deaf community and the necessity of being able to transliterate ASL.

To learn the basic grammar rules of ASL.

To practice recognizing and transliterating sentences from ASL to written English.

Some of the tools used in this section of training are the video "Living Language, Say it by Signing", lectures, articles from deaf organizations (ex. National Association of the Deaf).

- Using a TT

Objectives: To introduce the trainees to the history of the TT with descriptions of all past and current equipment and technology, including personal computer applications.

To learn how to operate a TT to another TT and to practice transliterating ASL into English using a TT. Includes simulation of live calls, coaching, and feedback.

To understand and apply the rules of TT etiquette.

Day 3

- Continuation of ASL

Objective: To utilize workbook exercises, feedback and discussion to achieve competency in recognizing and transliterating ASL. Includes video "A Basic Course in ASL."

To handle practice calls with the guidance and feedback of the coach.

- **More About Deaf Culture**

Objective: To achieve trainee awareness through video "Introduction to American Deaf Culture", and in-depth discussion.

- **The Community You Serve**

Objective: To gain insights from a deaf community member who shares their life experiences. Includes in-depth discussion and questions and answers.

Day 4

- **Code of Ethics**

Objective: To fully understand the AT&T Code of Ethics for Telecommunications Relay Service and to be able to identify solutions to ethical issues.

- **Customer Satisfaction**

Objective: To learn and understand the components essential for customer satisfaction. Of major importance is the concept of CA transparency. Also utilized is a customer satisfaction/consumer input video.

To utilize group discussions, situational discussions and problem solving to identify the daily experiences and interactions an AT&T Telecommunications Relay Service CA may encounter.

In-depth discussion of all operational requirements set forth in the District of Columbia TRS Methods and Procedures, derived from the RFP.

Day 5

- Community Awareness

Objective: To utilize workbook exercise in ASL to gain increased competency in transliteration.

To gain insight into the speech impaired culture by utilizing a video developed by Dr. Bob Segalman, current chairperson of the California Relay Service Advisory Committee.

To discuss the special needs equipment provided to deaf, hard-of-hearing, and mute and other users of the District of Columbia TRS who have special communications needs.

To discuss current events affecting the deaf, hard-of-hearing and mute communities nationally and locally.

Includes the video, "Commitment Continues," to demonstrate AT&T's commitment to those with special communications needs.

Week 2 - Coaching Week

Day 6

- Hands On

Objective: To utilize a field trip to the National Center on Deafness or another deaf organization to expose trainees first hand to areas of deaf culture.

Day 7

Objective: To utilize two films, "Love is Never Silent" and "Children of a Lesser God" to further develop an understanding of deaf culture and unique values. Includes in-depth feedback and discussion.

Group discussion and feedback outlining disability awareness training topics.

3.7 Transfer Capability

- 3.7.1 The District of Columbia relay center will be equipped to allow for the transfer of calls within the relay center when necessary to meet customer needs.**

3.8 System Standards

- 3.8.1 AT&T's TRS system performance standard is to provide users access to the telephone network which is functionally equivalent to that provided to the telephone-using public.**

3.9 Complaint Resolution

Because we recognize that customer feedback is the only true measure of the success of our service, AT&T has established procedures that allow users of the District of Columbia TRS to express comments, inquiries, complaints and commendations about the relay service and personnel. AT&T has included an outline of the complaint, comment and inquiry procedures that is presently used in AT&T's TRS. This outline immediately follows.

The Complaint Resolution Procedures will be tailor-made to meet the specific needs of the District of Columbia. These procedures will be described in appropriate printed outreach material. These procedures will meet or exceed the FCC rules, section 64.605 regarding provision of TRS.

Highlights of this procedure are outlined below.

- The procedure includes immediate, on-line transfer to a manager or administrator trained in complaint, comment, and inquiry handling.
- AT&T has both an internal and external ombudsman function. The internal ombudsman function is handled by a manager responsible for customer satisfaction who personally investigates, reports, and documents each complaint or inquiry. And in many cases, our managers are also users of relay service. In addition, the manager personally supervises each and every customer complaint or inquiry. All customer contacts would be kept on file. Complaints received by supervisors or in writing would be documented, including their resolution, and kept on file and available to C&P Telephone and/or the PSC upon request.

An external ombudsman function would be maintained by the AT&T representative to C&P Telephone. The AT&T representative would have overall customer satisfaction responsibilities for the District of Columbia TRS.

- AT&T will also operate a separate nationwide, toll-free, published 800 number accessible to TT and voice callers. This service will be 24 hour dedicated consumer service specifically tailored to the District of Columbia's needs and will allow users and the public to call in with general and specific questions, comments, commendations, and complaints regarding the service.

Each signed letter of complaint will be acknowledged in writing or contacted by a representative of the District of Columbia TRS. AT&T will respond to inquiries about service from C&P Telephone in writing within fifteen (15) days from the date of C&P Telephone inquiry.

Records of customer contacts and copies of written reports regarding the service or other concerns will be maintained for the life of the contract and for twelve (12) months after conclusion of the contract period. This record will include the name and/or address of the complainant, the date and time received, the identification number, the nature of the complaint, the result of any investigation, the disposition of the complaint and the date of such disposition. All complaint forms will be easily understood, with full instructions for completing and filing the form. This information will be available to C&P Telephone upon request.

To further ensure we meet the needs and expectations of our user community, AT&T has contracted with the National Association for the Deaf (NAD) to review the Complaint Resolution Process.

Complaint Resolution Procedures

I. Features

- Internal ombudsman function
 - An on-site manager responsible for customer satisfaction
 - Personally investigates, reports, and documents each complaint and its resolution and follows up with each and every customer
 - Report to higher levels if necessary
 - Interfaces with external ombudsman function
- External ombudsman function
 - AT&T representative to C&P Telephone
 - Interfaces with internal ombudsman manager
 - Supervises trained managers responsible for investigating and resolving complaints referred by C&P Telephone, FCC, or escalated from the internal ombudsman
- Consumer service
 - A separate nationwide, toll-free, published 800 number accessible to both telephone and TT users
 - Twenty-four hour service dedicated to receiving customer input, handling customers issues, and answering general and specific questions
 - All interactions are documented
- The District of Columbia TRS manager will review, comment, and evaluate all complaints, commendations and inquiries
- Documentation
 - All comments, inquiries, complaints, and commendations are investigated, resolved, documented, and retained on file along with their resolution
 - This information is available to C&P Telephone and/or the PSC upon request

II. Procedures for Handling Complaints, Comments, Inquiries

- While on line with a customer:

- Unfavorable customer comments

If a customer comments unfavorably regarding service and the CA believes that he/she can provide satisfaction he/she should try to do so. If the CA has difficulty handling the call, believes it will involve extended discussion or is a matter for management, the CA must offer to connect the customer immediately to a manager.

When the manager receives the transfer and critical comment from a customer, the manager proceeds as follows:

- * Prepares a customer contact memorandum
- * Considers the complaint from a customer's point of view
- * Resolves the criticism as satisfactorily as possible
- * Does not hesitate to escalate the complaint to the next higher management level
- * Contacts the external ombudsman if appropriate
- * Documents the investigation and resolution
- * Follows up with each and every customer to ensure he or she is satisfied with the resolution

- Customer inquiries

If a customer has an inquiry and the CA can satisfactorily answer the inquiry, the CA will respond. If the CA cannot satisfactorily answer the inquiry, the CA will immediately connect the customer to a manager.

When the manager receives the transfer and inquiry from a customer, the manager proceeds as follows:

- * Prepares a customer contact memorandum
- * Responds to the inquiry, being sure to understand exactly what the customer needs
- * Responds to the inquiry as satisfactorily as possible
- * Does not hesitate to seek input from others
- * Documents the inquiry and response
- * Follows up with each and every customer to ensure customer satisfaction

- Customer commendations

If a customer wishes to commend service received while on line with a CA, the CA may acknowledge the commendation. The CA may write the commendation or connect the customer with the manager.

If the manager receives a customer commendation:

- * The manager must prepare a customer contact memorandum
- * If the customer provides CA identity, the manager must contact the CA, verify details, commend the CA and notify the CA's group manager
- * Thank customer for commendation

- Written Correspondence

- All written correspondence will be handled by the on-site satisfaction manager (ombudsman function).
- When the correspondence is received:
 - * A customer contact file is opened
 - * The on-site manager investigates the issue (if correspondence is a complaint or inquiry)
 - * The on-site manager escalates to higher management and/or external ombudsman, if necessary
 - * The on-site manager follows up with the customer either via voice, TT or written correspondence to resolve the issue
 - * The on-site manager documents and retains all information including the resolution on file

- External complaints

- Complaints, commendations and inquiries received by C&P Telephone or the AT&T representative will be the responsibility of the external ombudsman and will be treated as "Executive Complaints"
- The external ombudsman works with the trained managers in the State Government Affairs Division to document and investigate the commendation, inquiry, or complaint
- The AT&T representative interacts with C&P Telephone and the District of Columbia TRS when necessary to investigate
- The AT&T representative refers the complaint to the internal ombudsman, if applicable

- The internal and/or external ombudsman follows up with the customer via telephone, TT, or written correspondence
- The external ombudsman reports the findings and resolution to C&P Telephone and/or the PSC, as appropriate

- Final appeal

- In cases where the complaint or inquiry cannot be resolved in a manner which ensures customer satisfaction by either the internal ombudsman, the management, or the external ombudsman:
 - * The issue will be referred to C&P Telephone and/or the PSC for resolution
 - * If the issue cannot be resolved by C&P Telephone and/or the PSC within 180 days, the issue is escalated to the FCC for resolution.

3.10 Conflict of Interest

- 3.10.1** AT&T will operate the District of Columbia TRS independent from any other relay service. AT&T will not utilize information obtained from relay calls for any other service that AT&T or its affiliates may provide to users of a relay system. This information will not be made available for sale.

3.11 Telephone Directory Information

3.11.1 AT&T will contact and work with C&P Telephone as well as other local telephone companies to place appropriate TRS information in the white, community services and/or consumer guide section of all DC telephone directories.

Suggested language that may be supplied to the various telephone companies for usage in listing the District of Columbia TRS in the community services and/or consumer guide sections of their respective directories immediately follows this section.

**DISTRICT OF COLUMBIA
TELECOMMUNICATIONS RELAY SERVICE**

The District of Columbia TRS enables telephone communication between a hearing person and a deaf, deaf-blind, hard-of-hearing or mute individual who uses a Text Telephone (TT). Specifically trained operators relay conversations between the TT and hearing user.

The District of Columbia TRS is a seven-day-a-week, 24 hour-a-day service for relaying telephone calls.

Local calls TT/voice users dial	000-0000
Interstate/International call TT/voice users dial	1 800 000-0000

Deaf, deaf-blind, hard-of-hearing and mute callers type on their TTs the name and telephone number of the person to be called. Hearing callers simply tell the communications assistant the name and telephone number of the deaf, deaf-blind, hard-of-hearing or mute individual they wish to call.

The specially trained communications assistant will then relay the call -- word for word and in strictest confidence. Local calls are relayed free, while long-distance calls are billed at regular rates. There are no extra charges for using the service. The service relays in-district, out-of-district and international calls to English speaking countries only.

The District of Columbia TRS is a cooperative effort of the District of Columbia Public Service Commission, C&P Telephone and AT&T.

Although each telephone company may have a pre-established timeframe for allowing additions and or changes to their respective area directory listings, AT&T will however proceed to ensure the District of Columbia TRS inclusion in the upcoming releases of any and all directories.

Until such time of the District of Columbia TRS listing appears in C&P and other local telephone company directories and/or community books, AT&T will request that all directory assistants (411) be supplied with access numbers for those residents inquiring about the District of Columbia TRS.

If the telephone directories and/or community books currently used by the residents of the District of Columbia do not contain information on the District of Columbia TRS, they can call 411 for obtaining the District of Columbia TRS access numbers.

3.12 Consumer Input

- 3.12.1 Obtaining and responding to consumer input is the only sure way to consistently deliver the quality of service expected by our TRS users.

At AT&T we have established a Special Needs Strategic Business Unit which is dedicated to the development and marketing of telecommunications products and services for Special Needs markets. This group is responsible for soliciting and responding to customer feedback and developing and marketing special needs products on a nationwide basis.

Our objective is to include customers in the evaluation of the District of Columbia TRS using our detailed Consumer Input Plan. A copy of this plan can be found immediately following this section. The plan was carefully designed to receive the consumer input and recommendations necessary to achieve the level of quality service expected by the residents of the District of Columbia. To ensure the integrity of the plan, the evaluations would not come from those directly or indirectly involved in operating the District of Columbia TRS or its corporate associates. However, this would not preclude us from conducting additional internal evaluations utilizing TRS staff. Input from these groups would be incorporated in the policies of the District of Columbia TRS. The results of these evaluations will be reported to C&P Telephone Company quarterly.

AT&T currently uses an independently owned research group to conduct consumer surveys to measure the user satisfaction level of TRS. Both TT and telephone users are involved in this survey. To date, more than 90% of the users of AT&T TRS on a nationwide basis have found our service to be excellent or good. We have been pleased with the number of customers who have expressed their satisfaction and newfound independence using AT&T's TRS. We are continually working to improve our services based on the feedback we receive from our customers.

Consumer input indicates that participation of organizations representing deaf, hard-of-hearing, deaf-blind, and mute people in performing the survey is instrumental in achieving service quality and customer satisfaction goals. For this reason, AT&T has a contract with the National Association of the Deaf (NAD) to provide additional consumer input for AT&T on a nationwide basis. The NAD will be involving a cross-section of representatives from the deaf, hard-of-hearing, deaf-blind, and mute communities.

It is anticipated that the agreement between AT&T and NAD for cross-community representation would result in a wealth of additional knowledge and resources to draw upon. We are working with NAD to seek consumer input by conducting focus groups designed to gather optimal, qualitative data. The focus group studies would involve a broad range of representatives of the TRS user community and would be held both at regular intervals and on-site at District of Columbia events such as conventions hosted by the Self Help for the Hard of Hearing (SHHH) chapters. The focus group studies would be designed to probe extensively into issues that arise as a result of the telephone survey. If the feedback received warrants modifications to the survey itself, changes would be made to better meet the needs of District of Columbia TRS users. The focus groups would also tackle issues that may surface for other reasons such as implementation of new technology developed by AT&T Bell Laboratories. Information received as a result of this process would be shared with C&P Telephone on a quarterly basis.

Based on the results of the consumer input process, AT&T would look to C&P Telephone to propose and approve any changes to our service offerings. However, AT&T would also initiate a C&P Telephone review to decide on procedure changes which arise as a result of new capabilities or user input. Any changes approved by C&P Telephone would be immediately incorporated into the policies of the relay center and into the training program for CAs.

NAD will conduct community forums ideally in conjunction with service agencies serving deaf, hard-of-hearing, and mute communities in their respective locations. AT&T envisions a total of two community forums per year, most of which would be scheduled in cooperation with the local SHHH chapter. The forums would be chaired by a selected NAD representative and would be open to anyone who would like to comment on the TRS. AT&T personnel would be present to answer questions from the audience and listen to direct user input. C&P Telephone participation in these forums would be invited and encouraged.

NAD would also be responsible for drafting a summary of the forum for the review of the organization hosting the forum. The final summary would be shared with deaf, hard-of-hearing and mute communities via newsletters and other media. Although the initiative for translating user input into changes in relay service procedures or operations would remain a responsibility of C&P Telephone, AT&T would of course bring issues of importance and urgency to the attention of C&P Telephone as well.

Currently, AT&T is involved in planning forums serving deaf, hard-of-hearing, and mute individuals in the states where we provide TRS. AT&T makes presentations, gives tours, conducts workshops, attends conferences and provides exhibits and advertising on TRS.

Consumer Input Plan

AT&T will seek consumer input in conjunction with the National Association of the Deaf through three channels: telephone surveys, focus groups, and community forums.

Channel I - Telephone Surveys

Frequency - Monthly

Purpose

To seek consumer input regarding general operations of the center on a regular basis in an objective manner.

1. Review questions currently used on the present telephone survey for comprehension with regard to people with different levels of English language capabilities.
2. Through outreach efforts, inform the deaf, hard-of-hearing, deaf-blind and mute communities about the telephone surveys in order to prepare them for a possible call.
3. Telephone numbers are selected at random and then screened to ensure that any number that has been surveyed in the past six months is not used. The numbers are split into two groups, telephone users and TT users.
4. Upon successfully contacting a District of Columbia TRS customer, the surveyor follows a list of questions and records the subject's responses. To ensure the statistical validity of the survey, surveyors cannot change the wording of the questions in any way or veer from the questionnaire.
5. Results are reported to C&P Telephone every quarter.
6. C&P Telephone recommendations and/or decisions based on survey findings will be incorporated into the policy of the center.

Channel II - Focus Groups

Frequency - Every six months

Purpose

To seek consumer input through a free-flowing communication process on issues of importance to relay users.

1. Date, time and location are determined. Whenever possible, the focus groups would be held during a community event or SHHH convention.
2. Organizations representing segments of the District of Columbia TRS user community would be asked to send one representative to the focus group study. Diversity would be sought out in race, age, degree of hearing loss, educational background, gender, and geographical location. Each individual would be invited to participate in focus groups only once.
3. The focus groups will be conducted by a moderator who is knowledgeable about the deaf, hard-of-hearing, deaf-blind and mute communities and various communication methods utilized by these communities. Interpreters will be available to accommodate for example, those who use oral communication if the moderator uses American Sign Language (ASL) or vice versa.
4. Based on the observations of the moderator and other experts, a report on the session will be developed and shared with C&P Telephone.
5. C&P Telephone decisions based on the materials they review will be incorporated into the policy of the center.

Channel III - Community Forums

Frequency - Quarterly

Purpose

To seek user input on the quality of relay service and to respond to user questions and problems on use of the relay service.

1. In conjunction with NAD or chosen representatives, dates, times, and locations will be determined.
2. Information about the forums will be advertised through District of Columbia-based publications which are widely read by deaf, hard-of-hearing, deaf-blind and mute communities. Flyers will be posted in high-visibility areas such as clubs with membership of deaf individuals, schools serving deaf and hard-of-hearing students, mainstream school programs, agencies serving deaf, hard-of-hearing, deaf-blind and mute people as well as those with other disabilities.
3. The forum will be conducted by a moderator who is knowledgeable about the deaf, hard-of-hearing, deaf-blind and mute communities and various communication methods utilized by these communities. Interpreters will be available to accommodate, for example, those who use oral communication if the moderator uses American Sign Language (ASL) or vice versa.
4. AT&T personnel from the relay center will also be present to answer any questions from the audience and to interact with them.
5. Any information relevant to the center such as recent monthly call volumes as well as new technology will be shared with the audience prior to the discussions.
6. Based on observations of the moderator and other experts, a report will be developed and shared with C&P Telephone.
7. C&P Telephone decisions based on the materials they review will be incorporated into the policy of the center.

3.13 Communications Assistant Standards

3.13.1 Minimum Communications Assistant Qualifications

- 3.13.1.1 District of Columbia CAs will identify themselves by means of CA identification number (not name) at the beginning of each call.**

AT&T has developed a Demand Report that identifies the CA and CA identification number at any given time and can be requested whenever necessary. The report can also be programmed to print automatically according to required specifications. The Demand Report will be utilized by management in the District of Columbia TRS for identification of the CA in the event a complaint or commendation is filed. Employee ID numbers will be reassigned periodically to protect CA reprisal from former employees or complaints that may arise.

- 3.13.1.1.1 AT&T will have all Communications Assistant scripts approved in advance in writing by C&P Telephone.**

- 3.13.1.2 AT&T CAs will be trained to relay the contents of the call as accurately as possible without intervening in the communication. AT&T CAs will not counsel, advise or interject personal opinions or additional information into any communication being translated.**

- 3.13.1.3 AT&T CAs will be high school graduates or have passed a high school equivalency examination. AT&T CAs will be proficient in translating American Sign Language (ASL) text to conversational English and will be trained to be familiar with and sensitive to the communications needs of persons who are deaf, hard-of-hearing or mute and the level of such training will be satisfactory to the TRS users. If a user requests translation of a language other than English, this will be provided. Upon request the customer will be switched to a CA fluent in that language if one is available.**

- 3.13.1.4 If so directed by the caller, the AT&T CA will refrain from making an introductory announcement about the TRS.**

3.13.1.5 AT&T CAs will exhibit and maintain typing skills of at least 45 words-per-minute within 90 days of employment. AT&T understands that CAs who do not meet this standard will not relay calls.

3.13.1.6 AT&T will demonstrate that all CAs meet all necessary proficiency requirements in the following manner:

- To qualify for employment, all applicants are required to pass a Basic Skills Test, to type a minimum of 45 words per minute, from written and oral sources, and to possess the spelling skills necessary to readily spell words at a beginning college level of conversation. If applicants do not pass these tests, they are ineligible for employment.
- AT&T will work with the C&P Telephone to develop a training plan and testing criteria to ensure that all CAs are able to understand persons using limited English and to translate limited written English to standard written English. After the training, all CAs will be required to take a "simulated calls" test involving many of the characteristics unique to deaf culture and ASL.
- All AT&T CAs will successfully complete a comprehensive performance-based Proficiency Examination which meets both community needs and those of C&P Telephone. This test will be revised regularly. AT&T will work with the C&P Telephone to revise, modify, and change the examination to meet the specific needs of the District of Columbia.

AT&T CAs are able to quickly and accurately type TT relay messages. This includes, but is not limited to, the features that follow.

3.13.1.6.1 All AT&T CAs possess basic skills in English grammar. All potential CAs are required to successfully pass a Basic Skills Test. This is a comprehensive test which covers vocabulary, mathematics, and the ability to follow and understand directions.

3.13.1.6.2 All District of Columbia CAs will type a minimum of 45 words per minute.

3.13.1.6.3 AT&T CAs will possess spelling skills necessary to quickly and easily spell words comparable to a beginning college level conversation. Spelling skill is a component of the AT&T typing test for applicants to the CA positions.

3.13.1.6.4 AT&T CAs are trained to understand deaf individuals using limited English and to translate limited English to correct written English. The training plan outlined below provides CA trainees with multiple training exercises to develop these skills:

- Basic grammar rules for ASL
- The video "Living Language, Say it by Signing"
- Presentations by deaf or hard-of-hearing managers and discussions relative to translation and transliteration.
- Written exercises for each trainee to complete. These exercises are reviewed by trained instructors for accuracy. Feedback and additional training needs are identified, and remedial action is provided.
- Application exercises which simulate calls processed with ASL.

All CAs will be considered "fully trained" to accept calls when they are able to successfully complete a simulated calls test involving understanding limited written English to correct written English. It is important to note that the AT&T CA training program is a continuous program. Consequently, CAs are continually trained, retrained, and refreshed in this capacity to ensure that they are always meeting the customers' needs.

In addition, AT&T will work with C&P Telephone to revise, modify, or incorporate any programs necessary to ensure that AT&T CAs serve their customers with the highest level of quality.

3.13.1.6.5

AT&T will require all prospective CAs to successfully pass a quantifiable, performance-based Communications Assistant Proficiency Examination. AT&T has included an outline of the examination immediately following this section. This extensive examination will have both an oral and a written component and will cover spelling, typing, dictation, procedures including the handling of emergency calls characteristics of ASL as it may be reflected in the written language of TT users, deaf culture, ethics and confidentiality, and professional judgement. The minimum requirements of the test will be the proficiency skills for CAs set forth in the Request for Proposal.

AT&T will ensure that the test material is not available to the prospective CAs before testing time. Furthermore, AT&T will change portions of the test from time to time. AT&T received the input of experts in the deaf community in the development of the AT&T CA Proficiency Exam Plan.

Any CA who does not pass this examination within a three-month training period will not be utilized as an AT&T CA. CAs will be retested at least once a year. Those that do not pass the annual test will not handle relay calls.

Assessment of CA Procedures

At the end of training, CAs will handle a set of simulated calls, during which time they will be observed by trained assessors to ensure that they are familiar with all aspects of the equipment and related procedures needed to handle calls. This assessment will include:

- Log-on/log-off procedures
- Use of function keys to send standard messages
- Use of control keys
- Use of standard phrases
- Status reports and actions
- Call types
- Record keeping and charging

The assessors will have check lists covering performance in these areas.

Written Examination

The Communications Assistants Proficiency Test will be a written test consisting of multiple choice questions covering the following topics.

- Knowledge of deaf culture
- Knowledge of ASL
 - Basic Grammar of ASL
 - Translation from ASL into English
- General Responsibilities of CAs
 - Confidentiality requirements
 - * General confidentiality
 - Requirements-confidentiality of call content, personal information about participants, call locations
 - * Emergency situations and threats
 - Specific information which may be shared
 - * Penalties for violations

- Accuracy requirements
 - * Knowledge of CA's responsibility
- Professionalism
 - * This area includes customer service orientation, sensitivity to customer needs, and flexibility. Examples of specific situations will be provided, and CA is to select proper action to be taken.
- Call handling procedures
 - * This section will test CA knowledge of general procedures for handling calls
 - Answering and acknowledging calls verifying correct number has been reached.
 - Announcing calls
 - * Relay communications requirements
 - Requirements for translation
 - Between levels of English/ASL
 - Tone of voice requirements and specific procedures for dealing with situations such as answering machines, etc.
 - * How to handle various call types
 - Collect calls
 - Calling card calls
 - Calls from hotel/motel
 - 800 service

Communications Assistants Proficiency Exam

Dictation Test

Taped examples of speech will be played to CAs, who will type them. The samples will include a business call, a family conversation, and samples using ASL. The samples will be evaluated for the following:

- Time required to transcribe
- Spelling
- Accuracy

The completeness of the transcription of the information in the sample will be assessed. Samples with background sounds (dog barking, baby crying, etc.), and varying voice intonations (angry, upset etc.) will be included to ensure that CAs are transcribing such information accurately.

Transcription Assessment

Standard typed passages of speech will be presented to CAs, who will then transcribe them orally. The display used to present the typed material to the CAs will simulate actual working conditions as closely as possible, and will include samples of ASL and abbreviations which CAs are expected to know. Again, samples will include business and personal communications. The oral transcriptions will be evaluated by trained assessors for the following characteristics.

- Speech Quality - includes accuracy with which emotional cues in the text are conveyed by the CA.
- Accuracy
 - Completeness of information
 - Correctness of translation
 - Quality of translation of ASL into English
 - * Accuracy
 - * Correctness of spoken English

All materials used in these tests will be developed in consultation with users of ASL, and will be reviewed by deaf, hard-of-hearing and mute consultants to ensure that the material appropriately assesses the CAs' skills.

3.13.2 Communications Assistant Training

3.13.2.1 AT&T has developed an initial and ongoing CA training plan to ensure that CAs become increasingly skilled in issues related to American Sign Language "gloss" and grammar, deaf culture, needs of mute users, and the operation of relay telecommunications equipment. This program was developed with the input of Gallaudet University and the National Technical Institute for the Deaf (NTID) and has been reviewed by the Telecommunications for the Deaf, Inc. Ongoing training will include both simulated and live on-line call handling.

3.13.2.2 The training will be provided by community experts from the deaf, hard-of-hearing and mute communities in the fields of deaf culture, muteness language interpretation, and ASL, and staff of the District of Columbia TRS.

The training outline is provided immediately following this section.

To further ensure that the CAs are attuned and responsive to the needs of relay service users, experts from the deaf, deaf-blind and mute communities will be employed. With more experienced deaf managers than any other relay provider, AT&T is uniquely qualified to offer these advantages on an ongoing basis.

3.13.2.3 All CA trainees will be identified to both parties at the beginning of each conversation to avoid any potential for criticism of CA quality. The trainee announces to both parties that he/she is a "CA in training."

Communications Assistants (Operator) Training Plan

I. Initial CA Training

A. Disability Awareness Training (Plan included in Part Three, Section 3.6 of this proposal)

- About deaf, hard-of-hearing, and mute communities
- Getting through the day
- In the shoes of your customer
- American Sign Language
- Using a TT
- Continuation of ASL
- More about deaf culture
- The community you serve
- Code of Ethics
- Customer satisfaction
- Community awareness
- Hands-on

B. Technical Training

- Introduction to the District of Columbia TRS Training
- Principles of relaying a call
 - Opening statements
 - Relaying in first person
 - Situational call handling
- Observations with experienced Communications Assistants
- Introduction to the billing tracking system
 - Training practices for collect, special contact calls
- Third number and credit card calls, time and charge, and hotel calls
- Headset use and instruction
- Practice opening phrases, relaying in first person
- Observe experienced Communications Assistants use of the billing tracking system
- The billing tracking system practice
- Introduction to VDT and Modems
- Introduction to work station and equipment

- Simulated calls in training environment (to practice sensitivity and technical skills learned)
 - Practice delays in person-to-person calling
- Emergency call training and practice
- Service program discussion
- Videos
 - "All in a Day's Work"
 - "Easy to do Business With"

Group discussion to follow

- Hands-on
 - Practice calls in simulated environment
 - Observe coach or trainer
 - Handle live calls with coach or trainer observation
 - Constant feedback, discussion, and training where necessary

II. Ongoing Training

A. One Month

- Review of CA experiences up to date; counseling information and guidance provided
- Examples of ASL grammar given for CA transliteration and evaluation
- End of day feedback given
- Review of specific needs of mute, hard-of-hearing and deaf callers
 - Review of Voice Carryover and Hearing Carryover capabilities and discuss the needs of the hard-of-hearing community who is largest group of users of the VCO feature.
- Review of procedure used to correct typing mistakes
- Review of TTs and how they work
- Review of culture as it relates to how a deaf person was trained in communications abilities, i.e. ASL vs. Oralism, including lip reading
- Review of technical enhancements

B. Two Months

- CA issues counseling and discussion as needed
- Update of current deaf events and legislation affecting customers nationwide and specific to the District of Columbia
- Review of technical operations related to the relay work station
- Review and discussion of ASL grammar and syntax
 - History of education of deaf and current educational programs
- Review and discussion of issues pertaining to late deafened adults.
- Review and discussion of needs of hard-of-hearing community - What assistive devices are used by these customers and how do they differ from the deaf community?
- Discussion of nationally significant deaf related events
- Review of technical enhancements

C. Three Months

Review of CA experiences to date.

- Simulated calls to evaluate typing/spelling skills
- ASL grammar/gloss training - highlighting strong ASL examples and how and when to translate
- Review of answering machine retrieval procedures
- Review, learning discussion, and call simulation for:
 - The need for CA to let TT user know tone of voice of called party
 - Background noises that may affect call
- Discussions and examples given of CA intervention - training administered where needed on:
 - Passing judgment on call content
 - Personal conversation with callers
 - What does it mean to callers if CA intervenes?
 - Learning discussion - What would impact be to the customer if intervention happens?
 - Learning discussion - What would customers' perception of our service be? Consider confidentiality, accuracy of information being relayed etc.
- Discussion and review of all mandatory items in the RFP as it relates to call handling
- Review of technical enhancements

D. Six Months

Review of CA experiences to date highlighting - quality of relaying, quantity, sense of responsibility, and sense of cooperation.

- CA counseling session - Include in this session a discussion on dealing with a difficult customer
- Briefing of current community events
- Review of speech impairment issues and relay procedures
- Discussion of program at the District of Columbia TRS for CA participation in deaf, hard-of-hearing and mute community events
- Review of confidentiality and Code of Ethics
- Introduction to community publications available for reading
- Review of typing/spelling skill level
- Sign language interpreter speaks to group
- Review of technical enhancements

E. Nine Months

- Review of community organizations in the District of Columbia and nationwide and their goals and activities. How do they support us and the deaf community? (Speaker)
- Introduction to the material available in the office library on deafness - This includes:
 - Equipment used by mute and deaf community
 - Films on deafness and other disabilities
 - Sign language learning tools, books
 - Schedule of ASL classes from local schools
- Review of typing/spelling skills
- Review of technical enhancements

F. Twelve Months

Employee is given an annual appraisal of work performance by supervisor - again reviewing categories of quality, quantity, sense of responsibility, sense of cooperation, and attendance at work.

- Review of operational requirements for relaying calls
- CA counseling session conducted with a professional familiar with stresses associated with relaying calls
- Review of typing/spelling skills

- One day seminar - Consists of:
 - Deaf, hard-of-hearing, mute cultures
 - ASL grammar and language syntax
 - Sensitivity issues
 - Role of hearing child of deaf parents
 - Discuss issues related to deaf children with hearing parents
 - Include audiologist to discuss various differences in hearing losses
- Annual review requirement of Code of Conduct, confidentiality and ethics
- Review of technical enhancements

G. More Information Regarding Training

- After 12 months of job experience, training continues. On-going training occurs on a regular basis and includes involvement with the deaf, hard-of-hearing and mute communities. Individualized CA training occurs monthly when performance observations are taken.
- Seminars and briefings will take place with all CAs which will include discussion of on-going events in the deaf, hard-of-hearing and mute communities, operator counseling sessions, and deaf community speaker type meetings.
- New and revised procedures training will take place on an as needed basis. This will be dependent upon changes to operating procedures or technological enhancements that affect call handling and customer service.

3.13.3 Procedure for Relaying Communication

3.13.3.1 CAs will simultaneously convey the full content, context and intent of the communication they translate. Unless requested otherwise, the CA will relay all calls according to the following procedures.

3.13.3.1.1 Upon specific request, District of Columbia TRS users who use limited English will have their calls translated into standard English so that hearing persons will be able to understand the call and communication occurs. The hearing person's English will be translated back into written English appropriate for the language skills of the caller. The TT user may instruct the CA to voice in standard English or word for word that which the TT user types.

3.13.3.1.2 CAs will, to the best of their ability, relay to the TT user non-verbal information such as the non-TT user's tone of voice.

3.13.3.1.3 The CA will keep the customer informed on the status of the call, such as dialing, ringing, busy, disconnected or on hold. This will serve as a check that the call has not been disconnected.

3.13.3.1.4 The District of Columbia TRS TT user will inform the CA what aspects of the call he/she will handle. This right to control is fundamental in facilitating a conversation; AT&T reinforces this objective during monthly observations with ongoing training. For example, the TT user may request to introduce relay to the called party, rather than having the CA do it.

3.13.3.1.5

When explaining relay to a hearing user, the CA will type "explaining relay" for the benefit of the TT user. Conversely, when the CA needs to explain relay to a TT user, the CA will inform the hearing user that he or she is explaining relay.

Upon request by the user, the CA will not announce a call as a relay call, permitting the caller to provide the explanation, if any. The CA will not reveal the caller's disability unless the caller requests that information to be relayed

3.13.3.1.6

When speaking for the TT user, AT&T CAs are trained to use a conversational tone of voice appropriate to the type of call being made. The tone of voice is critical in a conversation.

3.13.3.1.7

AT&T CAs will inform the TT user if another person (hearing) comes on the line.

3.13.3.1.8

At the request of the user, the CA will redial a busy number up to two times.

3.13.3.1.9

All comments directed to either party the CA will relay. These comments will be typed in parentheses. For example, "Will you accept a collect call?" All comments directed to the CA by either party will also be relayed. For example, "Yes, I'll accept the collect call."

3.13.3.1.10

If either party uses the third person, the CA will relay in the third person.

3.13.3.1.11

To correct a typing error, CAs will not backspace, but continue in a forward direction by typing "xx" and typing the word correctly.

3.13.3.1.12

When necessary, CA will verify spelling of proper nouns, numbers and addresses that are spoken.

3.13.3.1.13 The AT&T CA will stay on the line until both parties have terminated the call. If necessary to process a complaint or compliment, the call will be transferred to a supervisor.

3.13.3.1.14 AT&T CAs will not counse, advise, or interject personal opinions or additional information into any communications they are translating.

3.13.3.1.15 Callers will not be required to give their full names or the full name of the party they are calling. The CA will not record this information in any form without the permission and knowledge of the caller (except for long distance billing purposes).

For some calls, having the full name would help facilitate the call. The CA may ask for this information and provide an explanation of how it may facilitate their call. However, the CA will not refuse to make a call if the caller does not wish to give full names.

3.13.3.1.16 AT&T CAs will uniformly recognize an "s" typed at the TT user's option at the beginning of a call to indicate that the user is mute. This will be accomplished by the CA questioning the customers if they would like to be identified as (s) mute. If a response is not provided, the CA will continue in the usual manner.

This procedure will be included in all informational material produced and distributed to explain usage of the District of Columbia TRS.

3.13.3.1.17

AT&T CAs will leave messages on answering machines or other voice processing systems if the voice or TT caller activates one while actually making the call. Procedures for fulfilling this requirement are outlined below:

1. The CA will inform the customer that an answering machine has been reached and will transmit the full content of the outgoing message.
2. The CA will ask the caller if he/she wishes to leave a message on the machine.
3. The CA will leave the caller's full message, either by voice or TT.
4. The CA will confirm to the caller that the message has been left.
5. The caller will only be charged for one call regardless of the number of redials required to leave message.

3.13.3.1.18

The District of Columbia TRS CAs will satisfy all user requests to retrieve messages from voice processing systems and relay a TT message to a voice user or a voice message to a TT user. No record of system access codes will be kept. As with all calls information will be destroyed immediately. The scenarios listed below list the procedure the CAs will follow in order to meet this requirement.

Scenario I:

A relay user is away on business and contacts the District of Columbia TRS. The user requests the CA to access his or her voice processing system to retrieve messages. The CA proceeds as follows.

- Step 1 The CA will secure user call detail (i.e. from number, retrieved by ANI, to number, bill detail, etc.).
- Step 2 The CA will request all necessary voice processing system access code information for message retrieval.
- Step 3 The CA will reach the called number and subsequently the voice processing system.
- Step 4 The CA will advise the user of call status, i.e. that the number has been answered, that the voice processing system has been reached, and that access codes are being entered).
- Step 5 The CA will enter the required access code information.
- Step 6 The CA will relay the retrieved message as it is delivered.
- Step 7 Once all retrieved messages have been delivered, the CA will ensure that the caller is charged and billed for one call regardless of the number of redials required to secure complete message retrieval.

Scenario II:

A TT/PC user contacts the District of Columbia TRS from his or her home. The user requests the CA to retrieve messages from the voice messaging machine located in their home. The CA proceeds as follows:

- Step 1 The CA will secure user call detail.
- Step 2 The CA will request all necessary access code information for message retrieval.

- Step 3 The CA will ask the TT/PC user to hang-up in order for the CA to redial the user's number. The CA will explain to the user that they should allow the message machine to pick up to allow for message retrieval. The CA will also inform the user that once message retrieval has been completed by the CA, they will hang up and redial the user a second time for message delivery. The CA will request the TT/PC user to answer when they recognize a second call coming in.
- Step 4 The CA will call the customer's number, reach the voice messaging machine, and deliver all access code information.
- Step 5 The CA will retrieve the voice messaging information.
- Step 6 Once all messaging information has been retrieved, the CA will disconnect the call.
- Step 7 The CA will redial the users number a second time, with the user answering via TT/PC.
- Step 8 The CA will communicate all retrieved messages back to the user.
- Step 9 Once all retrieved messages have been delivered, the CA will advise the TT/PC user that they will be charged and billed for one call regardless of the number of redials in accessing their messages.

3.13.3.1.19 A CA or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations will either be terminated immediately or be given a warning and automatically terminated on the second occurrence. Outlined in Part Three, Section 2.6, is the AT&T policy for reviewing alleged violations of confidentiality.

3.13.3.1.20 Change of CAs in the middle of a conversation is discouraged. However, if a change is necessary, the TT user, as well as the voice user, will be informed.

If the TT customer is typing at the time, he or she will be notified of the change when typing is completed.

3.13.3.1.21 If a TT user initiating the call requests the gender of a CA, this information will be provided. Upon request, the customer will be switched to a CA of the gender of the customer's choice.

In addition to the mandatory requirements, AT&T has included a number of additional programs. AT&T firmly believes that all of these programs are essential in providing a comprehensive training program.

- Access to the internal support and EAP will be provided on a 24 hour basis.
- The resource managers will organize and lead regular group discussions. These small groups will meet on a monthly basis, and discussions will center around common CA experiences and emotions.

Communications Assistants Counseling Program

I. Tier One Counseling

Objective: To provide Communications Assistants with a direct contact who can assist them in handling the emotional aspects of job related stress and other potential problems associated with relay call handling.

Tactics: Resource manager(s) and in-charge managers will be trained by qualified counselors and other professionals from the deaf, deaf-blind, hard-of-hearing and mute communities experienced in these situations. They will also receive training and support from AT&T medical departments, The Employee Assistance Program (EAP), management training, and external seminars.

Counseling will be available 24 hours a day, 7 days a week.

For example, a CA who completes an emotional call and needs assistance will have immediate access to the resource manager and/or in-charge manager.

All counseling will be completely confidential. *Resource managers will abide by the same Code of Confidentiality as CAs.*

II. Tier Two Counseling

Objective: To provide Communications Assistants with a counseling program to assist them with job specific situations and personal areas such as alcoholism, drug abuse, domestic situations, and other issues which may have a dramatic impact on their performance as an AT&T CA.

Tactics: Utilize the Employee Assistance Program developed by AT&T and the Communications Workers of America.

Professional counselors will be trained to understand and deal with topics and issues specific to TRS and will abide by the confidentiality provisions outlined in the RFP.

Counseling will be available 24 hours a day, 7 days a week.

Counseling will be completely confidential.

The procedure for utilizing EAP will be:

1. The CA and the manager will discuss deteriorating job performance
2. The manager will describe the EAP, stressing the confidentiality of the program
3. If the CA chooses to accept help, a referral will be made to the employee counselor
4. If the CA rejects the offer of assistance and job performance problems do not recur, no further action is necessary
5. If the offer is consistently rejected and performance problems continue, company policies and union agreements will be followed
6. The counselor may determine that outside agency help is appropriate
7. Any employee may make a direct request to EAP for assistance

3.13.4 Handling of Obscenity Directed to the Communications Assistant

3.13.4.1 AT&T CA's do not have to tolerate obscenities directed at them. Depending on the situation, the CA will handle obscenities in the following way:

Scenario 1 - If a relay call (TT or Voice) is answered by a CA and obscenities or abusive language is directed to him/her prior to call initiation, the CA will question the caller as to whether or not he/she would like to initiate call. If no response is provided by the caller and this inappropriate behavior persists the CA will transfer the call over to a supervisor to determine the cause of problem. The supervisor will document any complaints, and explain to the caller that this behavior is not acceptable.

Scenario 2 - If a relay call is in progress and obscenities or abusive language are directed to the CA by either relay call party, the CA will interact on the call and question both parties as to whether or not they would like the call to continue. If this inappropriate behavior continues to persist, the CA will transfer the call to a supervisor to determine the problem. The supervisor will document any complaints, and explain to the caller that this is not acceptable behavior.

3.13.5 Communications Assistant Counseling

Due to the Pledge of Confidentiality and Code of Conduct adhered to by AT&T CAs, CAs do not discuss any information related to their calls with other CAs, family, or friends. It is important that AT&T CAs have access to someone they can trust who can assist them in dealing with the emotional aspects of relaying calls. They need to be able to discuss, air their feelings, and to learn ways of dealing with their emotions. CAs will not provide to the support person the names of callers involved.

To accomplish this, AT&T has developed a CA counseling program. An outline of this program immediately follows this section. This program will be staffed with individuals trained in dealing with the emotional aspects of relay calls. The staff providing the support adheres to the same confidentiality provisions followed by the TRS personnel.

Highlights of the program are detailed below. AT&T firmly believes that not one, but all of these aspects are critical for a successful CA counseling program.

- A resource manager within the District of Columbia TRS will provide support for CAs on a twenty-four hour basis. These managers will receive training and support from AT&T medical departments, Employee Assistance Program, management training classes, and external seminars in dealing with the emotional aspects of calls, and the potential problems CAs may face. These individuals will also be trained to understand job-related needs. Consequently, CAs will have immediate access to a trained
- AT&T CAs and all personnel in the District of Columbia TRS will have access to the Employee Assistance Program (EAP), a program developed by AT&T and the Communications Workers of America. This 24 hour service will provide counseling to employees in other areas which may have a dramatic effect on CA performance including alcoholism, drug abuse, family problems, and other personal problems which may influence the CAs job performance. The professionals at the EAP will also receive training specific to relay service and will abide by a code of confidentiality. This will ensure that they are qualified to handle the unique emotional aspects and difficulties which may arise when relaying calls.

3.14 Caller-Provided Information

- 3.14.1 The District of Columbia TRS will utilize Integrated Services Digital Network (ISDN) with Automatic Number Identification (ANI) enhancement in order to automatically determine the complete calling customer's number. ANI along with the number the customer is calling will be utilized to determine if the customer is making a local or toll call. ANI will enable the CA to increase the efficiency and speed of call handling and the billing process by eliminating the delays encountered when requesting the calling customer's number and waiting for it to be typed or voiced back by the calling party. This function also provides a reliable means of preventing caller fraud.

AT&T has performed extensive research in an ongoing effort to improve this function not only for relay centers but for numerous other AT&T activities. AT&T has implemented this enhancement where it is economically and technically feasible, and has proven that this process realizes a reduction in call set-up time in those AT&T Telecommunications Relay Service centers.

3.15 Staffing for Call Volumes/Usage Patterns

- 3.15.1 AT&T Bell Laboratories has developed staffing algorithm which defines and develops staffing patterns as related to call volumes and usage patterns. AT&T uses this distinctive algorithm which has been tailored to meet the specific calling patterns of Telecommunications Relay Service; this system will be implemented in the District of Columbia TRS.

The AT&T Telecommunications Relay Service algorithm has a number of distinctive features:

- The system takes into account both the average speed of answer and the percentage delay. Traditional operator forcing systems only account for average delay.
- The AT&T staffing algorithm takes into account characteristics and factors unique to the District of Columbia TRS and the traffic handled through the service.
- The AT&T Telecommunications Relay Service staffing algorithm has a custom forcing capability for peak and valley periods. This will insure efficient and productive use of CAs in the District of Columbia TRS.
- The system forecasts projections on a quarter-hour basis. This means that the staffing manager is aware of the number of required CAs in 15 minute intervals. This level of detail ensures that customers will not experience extended delays in reaching a CA in the District of Columbia TRS.

The AT&T Telecommunications Relay Service staffing algorithm generates daily reports which will be shared with C&P Telephone as required. These reports include both personnel related and operational forecasts. The data derived from these reports include:

- Average speed of answer
- Daily call volumes
- Percentage delays
- Number of CAs required
- Board hours required
- Average work time
- Percentage occupancy

3.16 Policy and Procedures Manual

3.16.1 AT&T has provided a comprehensive outline of a proposal Communications Assistant Policy and Procedures manual. This outline can be found in the following pages.

AT&T has provided documentation outlining methods and procedures immediately following this section. Upon award of the Telecommunications Relay Service, AT&T plans to review its Methods and Procedures and Training Guidelines with C&P Telephone. AT&T is confident that these operator standards will meet or exceed the requirements of the District of Columbia TRS.

Moreover, AT&T is fully committed to the continuous improvement of TRS Standards and Procedures and will work with the TRS Advisory Council to do so.

Operator Policy and Procedures Manual

**Telecommunications Relay Service
Methods and Procedures**

**Division D
Contents
June, 1990**

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3.17 Service Provider Reporting Requirements .

3.17.1 Traffic Reports

3.17.1.1 AT&T will provide the following written reports to C&P Telephone on a monthly basis. AT&T will provide more frequent or more detailed reports upon request.

3.17.1.1.1 Reported by NPA, total daily and monthly

- i. number of incoming calls
- ii. number of outgoing calls (including busy, no answer, disconnected)
- iii. number of completed calls
- iv. number of abandoned calls

3.17.1.1.2 Average daily and monthly blockage rate.

3.17.1.1.3 Average daily and monthly answer time; range of answer times for the month.

3.17.1.1.4 Average daily and monthly number of calls in queue (caller is receiving a ringing, waiting to be answered by a Communications Assistant); average length of time in queue.

3.17.1.1.5 Average monthly length of call, broken down into call set-up, call duration and call wrap-up.

3.17.1.1.6 Total monthly number of calls of the following lengths:

- 0-10 minutes
- 11-20 minutes
- 21-30 minutes
- 31-40 minutes
- 41-50 minutes
- 51-60 minutes
- 60+ minutes

3.17.1.1.7 Usage patterns (number of calls and length of calls) by hour of day and day of week.

3.17.1.1.8 Number of Communications Assistants on duty by hour of day and day of week.

3.17.1.1.9 Number of local and interstate calls, and completed call minutes for the month.

3.17.1.1.10 AT&T will provide all of the above mentioned information to C&P Telephone no later than 21 calendar days after the close of each month.

3.17.1.2 AT&T's TRS system has the capability to provide for the automatic electronic production of the above information.

3.17.1.3 AT&T has submitted the reporting format that will be used to provide all of the above information. Sample report formats can be found immediately following this section.

3.17.1.4 AT&T's Network and Call Management Reporting System can be customized to meet the unique needs of the District of Columbia. There are over 40 standard reports available for the Automatic Call Distribution system. The Call Management Reporting System contains over 150 data items which track traffic and call handling data in either realtime, half hourly, daily, or monthly increments so that efficiencies can be tracked and analyzed on an ongoing, accurate basis. In addition to the standard reports provided with the system, there is the capability to customize reports on an ad hoc basis, utilizing these data items. The ability to customize reports allows for a virtually unlimited number of reports which are tailor-made to meet specific needs and are available on demand or can be scheduled in advance. These ad hoc reports can be provided at an additional cost.

3.17.1.5 On an annual basis, AT&T will provide forecasted usage figures and costs to C&P Telephone for the upcoming year.

3.17.1.6 AT&T will provide any data not specified above but required by regulatory bodies.

3.17.2 Other Reporting Requirements

3.17.2.1 AT&T will report quarterly to C&P Telephone the results of the user evaluations.

3.17.2.2 AT&T will provide monthly summary reports to C&P Telephone regarding numbers of complaints received and topic areas of the complaints.

3.17.2.3 AT&T will report to C&P Telephone on a monthly basis any failures to meet system operational requirements as provided in Part Three of the RFP.

4. Enhancement Functions

4.1 District of Columbia Community Outreach Focus:

At AT&T, we recognize that a comprehensive community and business outreach and education program is essential to producing maximum utilization of TRS offerings. More people today than ever before are losing their hearing. We feel it is critical to emphasize the value of TRS to all people, not just those who are deaf, deaf-blind, hard-of-hearing and mute. All people need to be aware of the increasing presence and availability of state-of-the-art telecommunications technology which further empowers users.

AT&T's outreach program is designed to reach all segments of the community. With the hiring of a deaf or hard-of-hearing Outreach Manager for the District of Columbia TRS, the person will be responsible for providing outreach support and implementation of the outreach program. The Outreach Manager will use promotional materials that will be developed specifically for the District of Columbia TRS to share with the various constituencies who use the service.

Our intent is to educate people who will benefit directly from TRS or who can share the information with someone who can. In addition, through education, we hope to heighten the awareness of and sensitivity to the challenges faced by deaf, hard-of-hearing, deaf-blind and mute communities among all people. There will also be a major concentration of effort to educate and to spread awareness to those who are not familiar with TRS.

In the intent to meet the objectives, increase awareness and provide information to customers and would be customers, it will be best accomplished with the collaboration of organizations and businesses located in the District of Columbia that serve deaf, deaf-blind, hard-of-hearing, mute and hearing people.

Among the many activities and programs being planned are:

- A series of videotapes introducing consumers to TRS and explaining how to use it
- A comprehensive marketing program to provide informational materials for distribution at exhibits, seminars and through direct mail
- A complete advertising program and public relations plan to maximize press/printed media coverage

- Outreach programs to inform and educate people at senior citizens centers, medical and professional organizations, and other groups
- Programs aimed at pre-college and post-secondary students

The objectives of this program are to increase awareness of the relay service and provide information to customers about the District of Columbia TRS offerings (procedures, enhancements, etc.). These objectives will be accomplished by working with national and local advocacy groups such as Alexander Graham Bell Association of the Deaf, Inc., American Coalition of Citizens with Disabilities, Capital Metro Rainbow Alliance of the Deaf, D.C. Association of Deaf Citizens and others located in the nation's capitol. There will also be a concerted effort to reach parents of deaf children, medical professionals, other professionals, community service organizations and various community groups.

In addition to advocacy and community organizations, major schools for the deaf, deaf-blind, hard-of-hearing and mute individuals such as Gallaudet will also be included in AT&T's outreach program. We will also accommodate any requests from user organizations or individuals requesting information about relay service.

The brochures for TRS will contain procedures and guidelines as well as instructions for complaint resolution in a language understandable by a majority of the deaf community. AT&T works with many external agencies and associations to produce promotional materials. In particular, AT&T will seek C&P Telephone's input in the production of the brochures, wallet cards and labels. Copies of brochures and ad campaigns developed for current AT&T TRS centers can be found in the back of this section. (Please note reference to Dual Party Relay and TDD will be modified to reflect new terminology recently adopted by the FCC.)

AT&T's Advertising and Public Relations organizations will apply their resources and expertise to ensure that newspapers, radio and television stations throughout the district are fully informed about TRS. All video productions will be closed captioned. In addition to developing public service announcements for radio and television, AT&T will make available trained spokespersons, television footage and background information on the relay service to print and broadcast news media representing the general community as well as media targeted to the deaf, deaf-blind, hard-of-hearing and mute communities. In the past, AT&T has appeared on five segments of "Deaf Connection" on cable television's Silent Network (which is syndicated across the country) to discuss TRS.

The Outreach Plan includes an inaugural event where a district official (possibly the Mayor) places the inaugural call to a chosen representative from the deaf, deaf-blind, hard-of-hearing, and mute community. The call will be filmed and displayed live at the center where district officials, leaders and members from the end user community and the media will be invited to observe.

The plan also includes three yearly events such as a gathering to celebrate the anniversary of the center as well as a mid-year event which could take place concurrently with a district event of your choosing.

A copy of the Community Outreach Plan, immediately following this section, includes AT&T's recommendations for the activities necessary for an effective outreach program.

Education/Outreach Program

The focus of the Community Outreach Program is to explain and detail the TRS. The marketing communications will stress that the District of Columbia TRS is top quality and is committed to the deaf, deaf-blind, hard-of-hearing, and mute communities.

TRS information will be distributed to various schools, businesses, deaf organizations, etc. AT&T will utilize Business Listings. AT&T will not limit distribution to this list, but will also include businesses/organizations and agencies that do not have TTs and is unfamiliar with TRS.

The Price Proposal includes the following:

I. Deaf Publications/Newsletters

Advertise in deaf publications/newsletters to create awareness of the District of Columbia TRS. Current advertisements will be utilized with copy revisions specific to the District of Columbia.

II. Brochures

Supply the District of Columbia TRS center with brochures about TRS for use as promotional material

Four Fold Brochure: 50,000 copies
4 color, 4" x 9"

III. Consumer Training Video

Create a closed captioned 10-15 minute training video that will be shot for the District of Columbia utilizing TRS personnel. It will describe how a TT user, PC user, and a telephone user will access the service and complete a call. It will also educate the customer on the procedures of Carryover. This will be a staged call in a studio setting using computer animation to graphically depict what happens on a call. AT&T will request input and final approval from C&P Telephone prior to any release of the product. Five copies of the training video will be produced for educating the District of Columbia residents and user communities. This will take approximately 2 1/2 months to create and deliver.

IV. Business Cards and Stick on Labels

Produce District of Columbia TRS business cards and labels. Labels will be designed for placement on a telephone so that the TRS number will be readily available to the customer. They will take 2 months to produce.

V. Directory Listings

Directory listings will be placed in the white pages, community services and/or the consumer guide section of all C&P and other local telephone company directories, TDI directory and AT&T Consumer Guide. See Part Three, Section 3.11 Telephone Directory Information.

VI. Inaugural Event

This is a one-time event which will take place on or about the opening of the relay center. District officials, leaders and members of the deaf, deaf-blind, hard-of-hearing, and mute communities and the media will be invited to witness the inaugural call between a district official (possibly the Mayor) and a chosen representative of the District of Columbia end-user community.

VII. Outreach Manager

A full-time manager who is fluent in ASL and deaf culture will oversee the entire outreach plan.

VIII. Annual Event

The events will be targeted to at least three different areas within the District of Columbia. An AT&T local area marketing representative specially assigned to assist Outreach Managers will provide exhibits that can be set-up according to TRS specifications. This person is provided by the AT&T TRS business unit at no additional cost. An AT&T TT and/or closed caption decoder can be raffled in addition to distribution of promotional gift items (brochures, pens or magnets).

IX. Articles in the District of Columbia publications

Information will be provided to major media in metropolitan and outlying areas to the District of Columbia as well as to publications that reach deaf, deaf-blind hard-of-hearing, mute audiences.

X.

Public Service Announcement (PSA)

The PSA can be written as a documentary. It can be filmed in an existing TRS or in the District of Columbia TRS featuring a prominent local individual. The PSA will contain information on the District of Columbia TRS that can be aired on local or radio or TV in 10, 15, 30 and 60 second intervals as well as explaining how the audience can get additional information about the service. AT&T will request input and final approval from C&P Telephone prior to any airing of the product. The PSA will be closed captioned for the deaf, deaf-blind, hard-of-hearing and mute viewers. It will take approximately 2 months to produce.

4.2 Adjunct Communications Assistant Counseling

- 4.2.1 The Communications Assistant Counseling Program outlined in Part III, Section 3.13.5, provisions for AT&T CAs and all personnel for the District of Columbia TRS to have access to the Employee Assistance Program (EAP), a program developed by AT&T and the Communications Workers of America. This 24 hour service will provide counseling to CAs for job-specific matters. In addition, the EAP will provide counseling to employees in other areas which may have a dramatic effect on CA performance including alcoholism, drug abuse, family problems, and other personal problems which may influence the CAs job performance. The professionals at the EAP will also receive training specific to relay service and will abide by a code of confidentiality. This will ensure that they are qualified to handle the unique emotional aspects and difficulties which may arise when relaying calls.

A resource manager within the District of Columbia TRS will provide support for CAs on a twenty-four hour basis. These managers will receive training and support from AT&T medical departments, Employee Assistance Program, management training classes, and external seminars in dealing with the emotional aspects of calls, and the potential problems CAs may face. These individuals will also be trained to understand job-related stress, potential abuse from customers, and other specific work-related needs. Consequently, CAs will have immediate access to a trained confidant when they encounter difficulties.

These additional CA counseling enhancements are included in AT&T's basic TRS service offering.

4.3 Access to 900 Services

- 4.3.1 AT&T continually strives toward the provisioning of Equal Telecommunications Access for the deaf, hard-of-hearing, deaf-blind and mute individuals. In this light, we are currently in the process of defining, testing, trialing and developing operational processes and procedures in order to provision 900 services for TRS customers.

However, at the current time AT&T finds it technically infeasible to provide 700, 900 or 976 services for TRS customers. Should such service become technically feasible we will work with C&P Telephone to determine if such a service is required by the residents of the District of Columbia.

4.4 Additional Power Options

- 4.4.1 The center, as described in Part III, Section 2.10.1, Back-Up Power, already has a generator which provides virtually unlimited power back-up. This generator, included in the basic price, far exceeds the mandatory 8 hour minimum.

VPS is included

4.5 Additional Switch Options

- 4.5.1 A full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities, on-line system monitoring, real time programming capabilities which will not take the system off-line, and the ability to perform preventative maintenance without taking the system off-line are all features included in the DEFINITY Generic Series at the basic price.

4.6 Additional Training

- 4.6.1 In order to increase the level of customer service and quality, AT&T will utilize a number of tools which provide ongoing training in the form of seminars and briefing sessions. The objective of these tools is to keep CAs informed and updated on issues and topics relevant to the deaf and disabled communities and state and national legislation and policy issues. These additional training plan options are included in AT&T's basic TRS service offering.

The District of Columbia TRS will provide monthly customer satisfaction coverage meetings. Led by a Resource Manager, these meetings provide a group atmosphere enabling CAs to receive input gained from customer interactions, and to learn and be kept up-to-date on current events impacting the deaf, hard-of-hearing and mute communities.

- AT&T's objective is to host an annual AT&T Special Needs Conference. Sponsored by the Special Needs Operations Team, the conference will include representatives from each AT&T Telecommunications Relay Services Center, representatives from deaf, hard-of-hearing and mute communities, counselors, and other interested parties.

Previous conferences provided a forum for input to AT&T and for the exchange of ideas. Advocates at the conference discussed issues both on panels and individually. There have also been working sessions to discuss issues related to Telecommunications Relay Service and presentations regarding the Americans with Disabilities Act. Discussed issues related to CA burnout and stress related issues.

The District of Columbia TRS will also maintain a "Customer Bulletin Board." This board will display up-to-date information on local and national events, issues, and topics important to deaf, hard-of-hearing, and mute communities. By increasing employee awareness and knowledge of milestones like the American with Disabilities Act, CAs are better able to provide quality service to their customers.

4.7 Knowledge of District of Columbia

- 4.7.1 As Telecommunications Relay Service provider for the nation's capitol, AT&T will make every effort to include input from individuals from the many different countries who reside in the District of Columbia. AT&T believes it is important to the success of the relay service to include these citizens from a broad range of unique cultural, social and economic segments of the District of Columbia.

AT&T cares about the consumer and will make every effort to satisfy the needs of our relay users. AT&T will propose to C&P Telephone the establishment of an advisory committee with members representing the various cultural, social and economic populations in the District of Columbia.

This committee will meet once a month initially for the first four months and then with agreement of the members, will meet every other month. The committee will be used to measure the reactions of relay users, and provide feedback to AT&T on how it can satisfy the users of TRS. AT&T would also use this committee to help search for qualified candidates for employment in the relay center.

Because of the wide range of cultural, social, and economic segments in the District of Columbia, it is imperative that AT&T work closely with C&P Telephone and with the advisory committee to seek and implement solutions to satisfy their needs.

There is no additional cost involved by offering this enhancement.

4.8 Call Carriage

- 4.8.1 The District of Columbia TRS system will process calls, either TT or voice originating within the Washington Metropolitan Exchange Area "WMEA" and terminating within WMEA. This process will be an enhancement to the call carriage capabilities as defined in Section 2.3 of this proposal.

AT&T understands that the WMEA is located wholly within the Washington Standard Metropolitan Statistical Area and that this exchange area includes Washington, D.C and fifteen zones in Maryland and Virginia.

A "Network Design Diagram" illustrating this call flow can be found in the back of this section.

There is no additional cost involved by offering this service enhancement.

- 4.8.2 AT&T will provide MEGACOM 800 service to receive calls from beyond the Washington LATA (either TT or voice) and terminate such calls within the District of Columbia.

InterLATA calls originating in the District of Columbia where the customer specifies an Interexchange carrier other than AT&T would be accessed over local trunks by utilizing that carrier's access codes. AT&T has the capability to create a billing record which can be sent to a District of Columbia TRS customer's interexchange carrier of choice for billing.

The District of Columbia TRS users will have the capability of having their relay calls handled by an interexchange carrier of the caller's selection other than AT&T (either the presubscribed toll carrier or the toll carrier requested at the time of the call). Upon user request, the CA will dial the access code for the selected interexchange carrier and process the call.

AT&T can provide message call detail to other carriers for purposes of rating and billing their own calls. We currently have in place the means of electronically transmitting billing records to C&P Telephone for billing of its intradistrict traffic. We will negotiate with participating interexchange carriers the optimal method of media transmission for their interLATA traffic.

Outlined below is a proposal on how AT&T would offer this service:

AT&T will create for each relay assisted call an Exchange Message Interface (EMI) record as described in Bellcore Publication SRISD 000320. The record will contain, at a minimum, the following information:

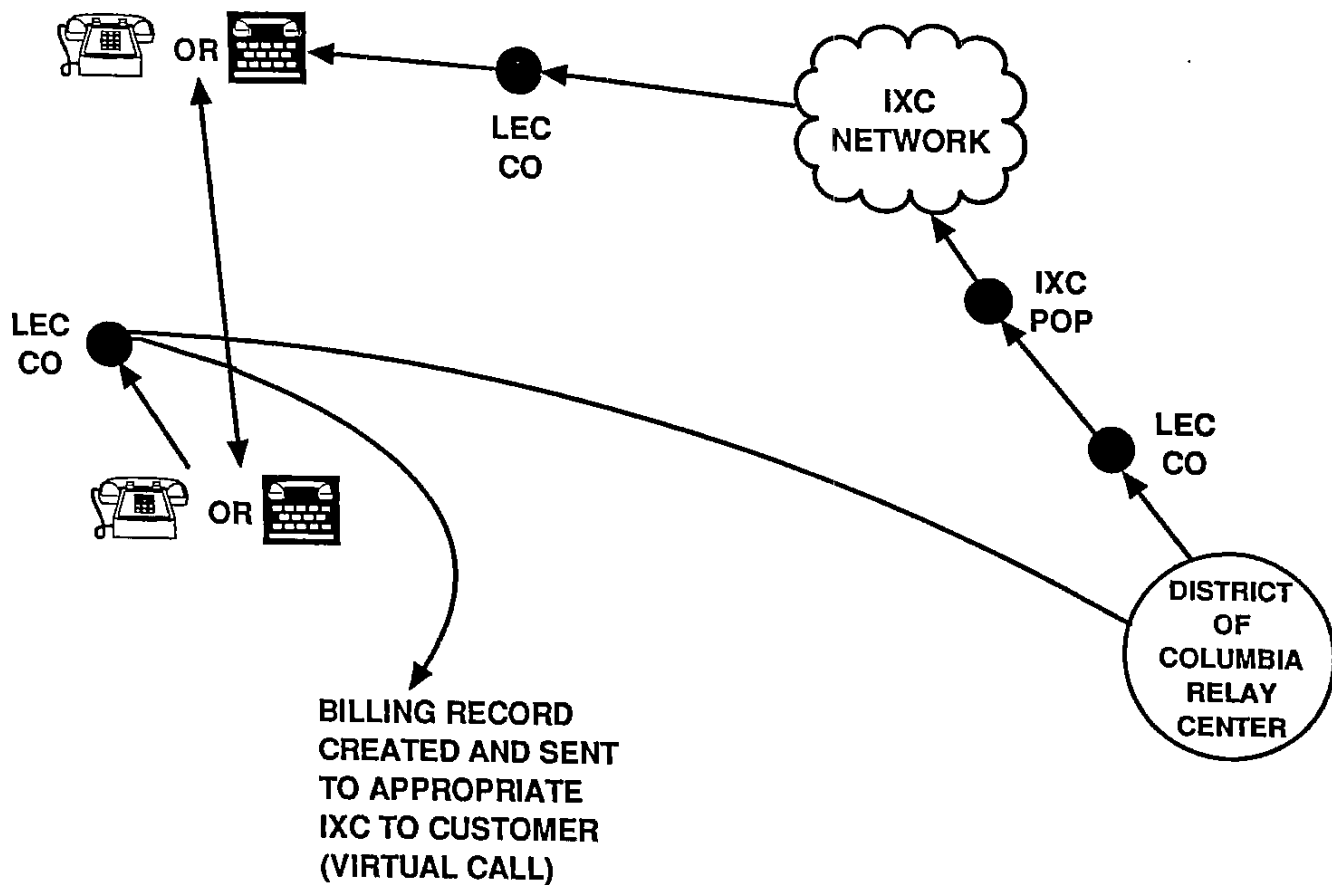
- a. Telephone number or calling card to be billed (NPA-NXX-LINE)
- b. Originating telephone number (NPA-NXX-LINE)
- c. Terminating telephone number (NPA-NXX-LINE)
- d. Date
- e. Start Time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number).
- f. End Time (the time when either the called party or the calling party hangs up).
- g. Length of call to the nearest full second (the time between Start Time and End Time).

Originating and terminating exchange names will be populated in the billing record by the entity that rates the call, based upon the "From" and "To" numbers.

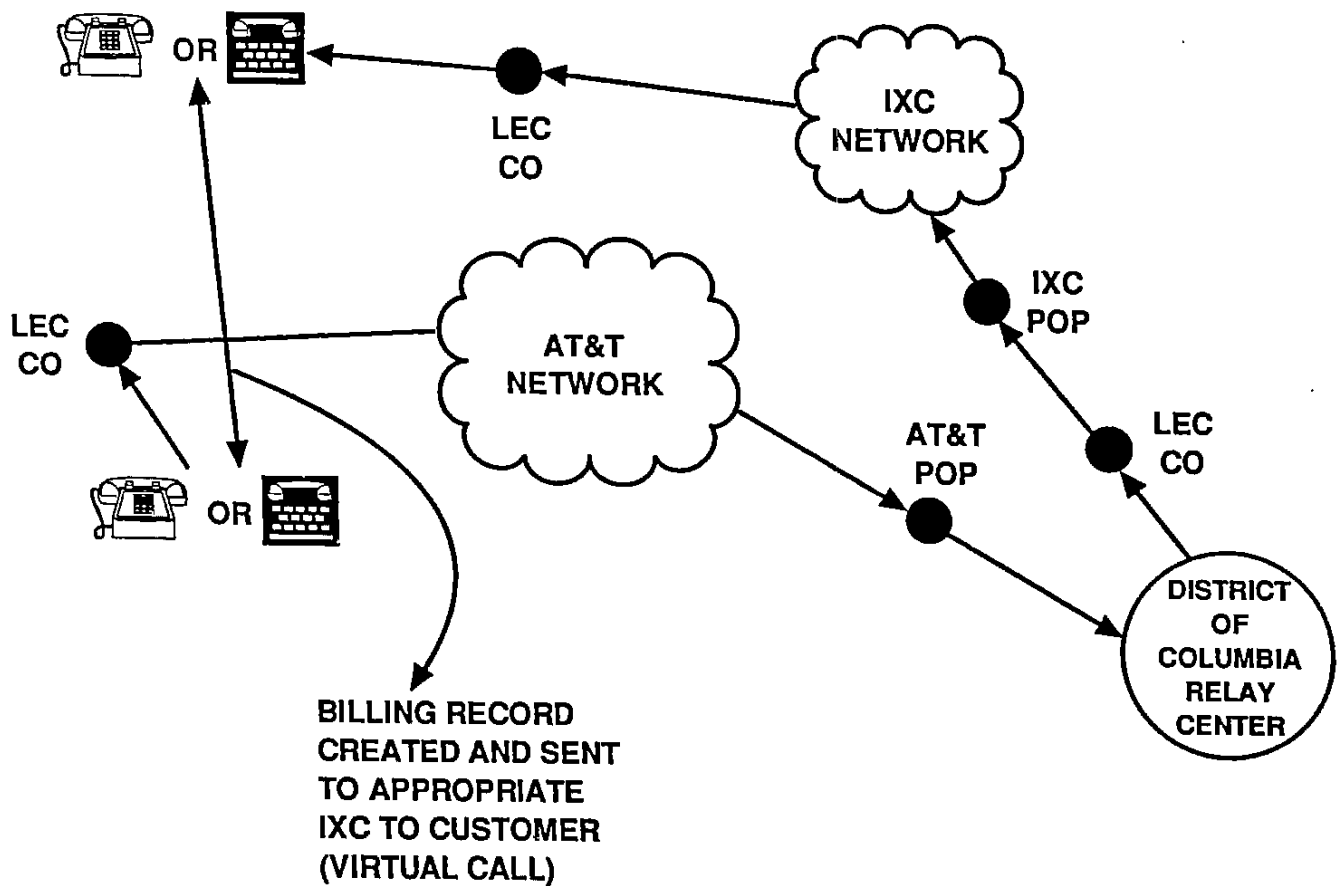
1. The District of Columbia TRS would then distribute the virtual call detail to the customer's carrier for rating and billing, in accordance with the arrangements mentioned above.
2. The receiving carrier would be responsible for establishing the necessary internal procedures for billing the calls and collecting the associated revenue.
3. The user would be charged the rates of their carrier for a point-to-point call, minus any applicable discounts offered by the carrier.

A "Network Design Diagram" illustrating this call flow can be found immediately following this section.

C&P Telephone would not incur any additional expenses for service.



**DISTRICT OF COLUMBIA
TELECOMMUNICATIONS
RELAY SERVICE
NETWORK CARRIER OF
CHOICE ARCHITECTURE
(CALL ORIGINATING WITH-
IN WASHINGTON LATA)**



**DISTRICT OF COLUMBIA
TELECOMMUNICATIONS
RELAY SERVICE
NETWORK CARRIER OF
CHOICE ARCHITECTURE
(CALL ORIGINATING OUTSIDE
OF WASHINGTON LATA)**

4.9 AT&T continually strives towards the provisioning of equal telecommunications access for the deaf, hard-of-hearing, deaf-blind and mute individuals. In this light, we are currently defining, testing, and developing operational processes and procedures that will allow us to provide coin sent paid services for TRS customers. But, at the present time, AT&T finds it technically and economically infeasible to provide such services for TRS customers. Among the key issues being faced are the inability to do real time rated calls, and the lack of coin control by CAs.

AT&T is actively pursuing a solution to these problems. Today, however, TRS customers using coin telephones must bill their calls to a third party or to a calling card.

AT&T, at this time, is unable to provide a price to C&P Telephone for this enhancement.

- 4.10 AT&T is constantly exploring the use of advanced technology such as the capability of floating calls between CAs. While we do not currently offer a TRS system with the multiplex call capability, we may offer such an enhancement when it results in significant improvement in the service to our customers.